

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF PUERTO RICO

UNITED STATES DEPARTMENT OF
AGRICULTURE
(Farm Service Agency)

CIVIL NO.

Plaintiff

Foreclosure of Mortgage
In Rem

v.

NICOLAS TIBURCIO RIVERA, IRMA
DAVILA ESTRADA, and their
Conjugal Partnership

Defendants

COMPLAINT

TO THE HONORABLE COURT:

COMES NOW the United States Department of Agriculture-Farm Service Agency (USDA-FSA), through the undersigned attorney, who respectfully alleges and prays as follows:

1. Jurisdiction of this action is conferred on this Court by 28 U.S.C. Section 1345.
2. Plaintiff, through the Farm Service Agency, an agency of the United States of America organized and existing under the provisions of the Consolidated Farm and Farm Service Agency Act, 7 U.S.C. §1921 et seq., is the owner and holder of two (2) promissory notes that affect the two (2) properties described further below.
3. The first promissory note was subscribed for the amount of

\$32,750.00, with annual interest of 4.5%, on May 18, 1990.

See Exhibit 1.

4. For the purpose of securing the payment of said promissory note, a voluntary mortgage was executed on the same date, in favor of the plaintiff, under the terms and conditions stipulated and agreed therein, through deed No. 164. *See Exhibit 2.*
5. On April 22, 1997, the promissory note for \$32,750.00 was modified, to the amount of \$30,396.06, under the terms and conditions stipulated and agreed therein, through Deed No. 34. *See Exhibit 3.*
6. Plaintiff is also the owner and holder of a promissory note for the amount of **\$90,000.00**, with annual interest of 5%, signed on June 19, 1991. *See Exhibit 4.*
7. For the purpose of securing the payment of said promissory note, a voluntary mortgage was executed on the same date, in favor of the plaintiff, under the terms and conditions stipulated and agreed therein, through deed No. 163. *See Exhibit 5.*
8. On April 22, 1997, the promissory note for \$90,000.00 was modified, to the amount of \$106,758.68, under the terms and conditions stipulated and agreed therein, through Deed No. 34. *See Exhibit 3.*
9. According to the Property Registry, the defendants herein

appear as owners of record of the real estate properties subject of this case. Said properties are described -as they were recorded in Spanish- as follows:

a. URBANA: Parcela de terreno radicada en el Barrio Quebrada Fajardo del término municipal de Fajardo, Puerto Rico, marcada con el #3, en el plano de inscripción. Con un área superficial de 4,972.6620 metros cuadrados, equivalentes a 1.2652 cuerdas. En lindes por el NORTE, con carretera municipal; por el SUR, con solar A-33, perteneciente a Angelo Sánchez; con solar A-34, perteneciente a José Castro; con el solar A-35, perteneciente a Noraida Meléndez; con el solar A-36, perteneciente a José Rodríguez; con solar A-37, perteneciente a Millie Romero; con solar A-38, perteneciente a Rafael Santiago; con el solar A-39, perteneciente a Wanda Seguí; y con solar A-40, perteneciente a Rafael Ramos, todos de la urbanización Altamira; por el ESTE, con terrenos de la Sucesión de Nicolás Tiburcio Martínez; y por el OESTE, con parcela #2, perteneciente a Nicolás Tiburcio.

PROPERTY NO. 12,863, recorded at page 155 of volume 301, Property Registry of Fajardo, Puerto Rico.

See Title Search attached as Exhibit 6.

b. URBANA: Parcela de terreno radicada en el Barrio Quebrada de Fajardo del término municipal de Fajardo, Puerto Rico, marcada con el número 1 en el plano de inscripción, con un área superficial dos mil quinientos treinta y siete punto nueve mil trescientos ochenta y siete (2,537.9387) metros cuadrados, equivalentes a cero punto seis mil cuatrocientos cincuenta y siete (2,537.9387) metros cuadrados, equivalentes a cero punto seis mil cuatrocientos cincuenta y siete (0.6457) cuerdas. En lindes por el NORTE, con la parcela número cuatro (4) propiedad del señor Bonilla y la parcela A, propiedad del señor José Velilla; por el SUR, con la Urbanización Altamira; por el ESTE, con la parcela número dos (2) propiedad del señor Nicolás Tiburcio; y por el OESTE, con terrenos del señor Jimmy Sosa.

PROPERTY NO. 12,861, recorded at page 145 of volume 301, Property Registry of Fajardo, Puerto Rico.

See Title Search attached as Exhibit 7.

10. Plaintiff files the instant complaint as an *In Rem* judicial foreclosure claim since debtors obtained a discharge -through CASE 03-BK-09159- from the Bankruptcy Court regarding the amounts mentioned further on.
11. It was expressly stipulated in the notes evidencing the indebtedness that default in the payment of any part of the covenant or agreement therein contained will authorize the plaintiff, as payee of said notes, to declare due and payable the total amount of the indebtedness evidenced by said notes and proceed with the execution and/or foreclosure of the mortgages.
12. Therefore, the agreements are due in full, with the following amounts, as to December 18, 2020:
 - a) On the \$32,750.00 Note, as modified:
 - 1) The sum of \$30,396.06, of principal;
 - 2) The sum of \$26,547.39, of interest accrued and thereafter until its full and total payment, which interest amount increases at the daily rate of \$3.1229;
 - 3) Plus, insurance premium, taxes, advances, late charges, costs, court costs expenses, disbursements and attorney's fees guaranteed

under the mortgage obligation.

b) On the \$90,000 Note, as modified:

- 1) The sum of \$106,758.68, of principal;
- 2) The sum of \$124,343.71, of interest accrued and thereafter until its full and total payment, which interest amount increases at the daily rate of \$14.6245;
- 3) Plus, insurance premium, taxes, advances, late charges, costs, court costs expenses, disbursements and attorney's fees guaranteed under the mortgage obligation.

See Exhibit 8.

13. The indebtedness evidenced by the aforementioned notes is secured by the mortgages over the property described in this complaint.

14. Defendants are not presently active in the military service for the United States. *See Exhibit 9.*

VERIFICATION

I, JACQUELINE LAZU LABOY, of legal age, married, executive and resident of Humacao, Puerto Rico, in my capacity as Director of LRTF for the Farm Service Agency, San Juan, Puerto Rico, under the penalty of perjury, as permitted by Section 1746 of Title 28, United States Code, declare and certify:

- 1) My name and personal circumstances are stated above;
- 2) I subscribed this complaint as the legal and authorized representative of the plaintiff;
- 3) Plaintiff has a legitimate cause of action against the defendants above named which warrants the granting of relief requested in said complaint;
- 4) Defendants are a necessary and legitimate party to this action in view of the fact that they originated or assumed the mortgage obligation subject of this foreclosure, or bought the property subject to said mortgage;
- 5) From the information available to me and based upon the documents in the Farm Service Agency, it appears that defendants have not been declared incompetent by a court of justice with authority to make such a declaration;
- 6) I have carefully read the allegations contained in this complaint and they are true and correct to the best of my knowledge and to the documents contained in the files of the Farm Service Agency;
- 7) I have carefully examined the Exhibits included to this complaint which are true and correct copies of the originals. The mortgage deeds have been duly recorded in the Property Registry.

I make the foregoing declaration under penalty of perjury, as permitted under Section 1746 of Title 28, United States Code.

In San Juan, Puerto Rico, this 8 day of January, 2021.



JACQUELINE LAZU LABOY

Digitally signed by JACQUELINE LAZU
DN: C=US, S=U.S. Government, O=Department of Agriculture,
cn=JACQUELINE LAZU, 0.9.2432.192003901001.1=1200100567985
Date: 2021.01.08 21:18:56 -04'00'
Adobe Acrobat version: 2020.01.120074

PRAYER

WHEREFORE, plaintiff demands judgment as follows:

- a) That defendants breached the contractual obligations claimed in this complaint;
- b) All legal rights, titles and interests which the defendants may have in the property(ies) described in this complaint and any building or improvement thereon, be sold at public auction, as part of the judicial foreclosure of the mortgage lien(s) securing each loan obligation;
- c) That the defendants and all persons claiming or who may claim by, from or under them, be absolutely barred and foreclosed from all rights and equity of redemption in and to said loan security;
- d) If the proceeds of said sale exceeds the sum of money to be paid to the United States as aforesaid, any such excess be deposited with the Clerk of this Court, subject to further orders from the Court;
- e) Once the property is auctioned and sold, it is requested to the Clerk of this Court to issue a writ addressed to the Registry of the Property, ordering the cancellation of the foreclosed mortgage(s) and of any other junior liens recorded therein;

f) For such further relief as in accordance with law and equity may be proper.

In Guaynabo, Puerto Rico, on January 11, 2021.

/s/ Juan Carlos Fortuño Fas

JUAN CARLOS FORTUÑO FAS

USDCPR 211913

FORTUÑO & FORTUÑO FAS, C.S.P.

P.O. BOX 3908

GUAYNABO, PR 00970

TEL. 787-751-5290

FAX. 787-751-6155

Email: dcfilings@fortuno-law.com

USDA-FmHA
Form FmHA 1940-17
(Rev. 10-89)

PROMISSORY NOTE

Name NICOLAS TIBURCIO RIVERA		KIND OF LOAN	
State Puerto Rico	County Fajardo	Type: _____	<input type="checkbox"/> Regular <input type="checkbox"/> Limited <input type="checkbox"/> Resource
Case No. 63-38-507	Date May 18, 1990	Pursuant to: <input type="checkbox"/> Consolidated Farm & Rural Development Act <input type="checkbox"/> Emergency Agricultural Credit Adjustment Act of 1978	
Fund Code	Loan No.	ACTION REQUIRING NOTE	
		<input type="checkbox"/> Initial loan <input type="checkbox"/> Subsequent loan <input type="checkbox"/> Consolidated & subsequent loan <input type="checkbox"/> Consolidation <input type="checkbox"/> Conservation easement	<input type="checkbox"/> Rescheduling <input type="checkbox"/> Reamortization <input type="checkbox"/> Credit sale <input type="checkbox"/> Deferred payments <input type="checkbox"/> Debt write down

FOR VALUE RECEIVED, the undersigned Borrower and any cosigners jointly and severally promise to pay to the order of the United States of America, acting through the Farmers Home Administration, United States Department of Agriculture,

(herein called the "Government"), or its assigns, at its office in Fajardo, Puerto Rico

, or at such other place as the Government may later designate in writing, the principal sum of

THIRTY TWO THOUSAND SEVEN HUNDRED FIFTY dollars

(\$ 32,750.00), plus interest on the unpaid principal balance at the RATE of

Four and a Half percent (**4 1/2** %) per annum and

dollars (\$ _____)

of Noncapitalized interest. If this note is for a Limited Resource loan (indicated in the "Kind of Loan" box above) the Government may CHANGE THE RATE OF INTEREST, in accordance with regulations of the Farmers Home Administration, not more often than quarterly, by giving the Borrower thirty (30) days prior written notice by mail to the Borrower's last known address. The new interest rate shall not exceed the highest rate established in regulations of the Farmers Home Administration for the type of loan indicated above.

Principal and interest shall be paid in _____ installments as indicated below, except as modified by a different rate of interest, on or before the following dates:

\$ 2,011.00	on Jan. 1. 1991 ;	\$ 1,990.00	on Jan. 1. 1992 ;
\$ n/a	on _____;	\$ n/a	on _____;
\$ n/a	on _____;	\$ n/a	on _____;
\$ n/a	on _____;	\$ n/a	on _____;
\$ n/a	on _____;	\$ n/a	on _____;
\$ n/a	on _____;	\$ n/a	on _____;

and **\$ 1,990.00** thereafter on **Jan. 1st** of each year until the principal and interest are fully paid except that the final installment of the entire indebtedness evidenced hereby, if not sooner paid, shall be due and payable **30** years from the date of this note, and except that prepayments may be made as provided below. The consideration for this note shall also support any agreement modifying the foregoing schedule of payments.

If the total amount of the loan is not advanced at the time of loan closing, the loan funds shall be advanced to the Borrower as requested by Borrower and approved by the Government. Approval by the Government will be given provided the advance is requested for a purpose authorized by the Government. Interest shall accrue on the amount of each advance from its actual date as shown in the Record of Advances at the end of this note. Borrower authorizes the Government to enter the amount(s) and date(s) of such advance(s) in the Records of Advances.

For each rescheduled, reamortized or consolidated note, interest accrued to the date of this instrument which is more than 90 days overdue shall be added to principal and such new principal shall accrue interest at the rate evidenced by this instrument.

Every payment made on any indebtedness evidenced by this note shall be applied first to a portion of any interest which accrues during the deferral period, second to accrued interest to the date of the payment on the note account and then to the principal.

Prepayments of scheduled installments, or any portion of these installments, may be made at any time at the option of the Borrower. Refunds and extra payments, as defined in the regulations (7 CFR §1951.8) of the Farmers Home Administration according to the source of funds involved, shall, after payment of interest, be applied to the last installments to become due under this note and shall not affect the obligation of Borrower to pay the remaining installments as scheduled in this note.

If the Government at any time assigns this note and insures the payment of it, Borrower shall continue to make payments to the Government as collection agent for the holder. While this note is held by an insured holder, prepayments made by Borrower may, at the option of the Government, be remitted by the Government to the holder promptly or, except for final payment, be retained by the Government and remitted to the holder on an installment due date basis. The effective date of every payment made by Borrower, except payments retained and remitted by the Government on an installment due date basis, shall be the date of the United States Treasury check by which the Government remits the payment to the holder. The effective date of any prepayment retained and remitted by the Government to the holder on an installment due date basis shall be the date of the prepayment by Borrower, and the Government will pay the interest to which the holder is entitled accruing between such date and the date of the Treasury check to the holder.

Any amount advanced or expended by the Government for the collection of this note or to preserve or protect any security for the loan or otherwise expended under the terms of any security agreement or other instrument executed in connection with the loan evidenced by this note, at the option of the Government shall become a part of and bear interest at the same rate as the principal of the debt evidenced by this note and be immediately due and payable by Borrower to the Government without demand.

Property constructed, improved, purchased, or refinanced in whole or in part with the loan evidenced by this note shall not be leased, assigned, sold, transferred, or encumbered, voluntarily or otherwise, without the written consent of the Government. Unless the Government consents otherwise in writing, Borrower will operate such property as a farm if this is a Farm Ownership loan.

If "Consolidation and subsequent loan," "Debt write down," "Consolidation," "Rescheduling," or "Reamortization" is indicated in the "Action Requiring Note" block above, this note is given to consolidate, reschedule or reamortize, but not in satisfaction of the unpaid principal and interest on the following described note(s) or assumption agreement(s) (new terms):

FUND CODE/ LOAN NO.	FACE AMOUNT	INT. RATE	DATE	ORIGINAL BORROWER	LAST INSTALL. DUE
	\$	%	, 19		, 19
	\$	%	, 19		, 19
	\$	%	, 19		, 19
	\$	%	, 19		, 19
	\$	%	, 19		, 19
	\$	%	, 19		, 19
	\$	%	, 19		, 19

Security instruments taken in connection with the loans evidenced by these described notes and other related obligations are not affected by this consolidating, rescheduling or reamortizing. These security instruments shall continue to remain in effect and the security given for the loans evidenced by the described notes shall continue to remain as security for the loan evidenced by this note, and for any other related obligations.

REFINANCING (GRADUATION) AGREEMENT: If at any time it shall appear to the Government that the Borrower may be able to obtain financing from a responsible cooperative or private credit source at reasonable rates and terms for loans for similar purposes and periods of time, Borrower will, at the Government's request, apply for and accept a loan(s) in sufficient amount to pay this note in full and, if the lender is a cooperative, to pay for any necessary stock.

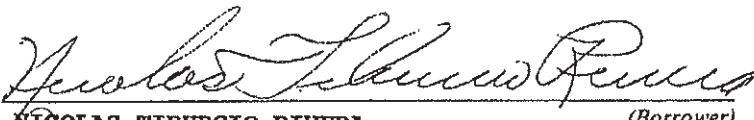
HIGHLY ERODIBLE LAND AND WETLAND CONSERVATION AGREEMENT: Borrower recognizes that the loan described in this note will be in default should any loan proceeds be used for a purpose that will contribute to excessive erosion of highly erodible land or to the conversion of wetlands to produce an agricultural commodity as further explained in 7 CFR Part 1940, Subpart G, Exhibit M. If (1) the term of the loan exceeds January 1, 1990, but not January 1, 1995, and (2) Borrower intends to produce an agricultural commodity on highly erodible land that is exempt from the restrictions of Exhibit M until either January 1, 1990, or two years after the Soil Conservation Service (SCS) has completed a soil survey for the Borrower's land, whichever is later, the Borrower further agrees that, prior to the loss of the exemption from the highly erodible land conservation restrictions found in 7 CFR Part 12, Borrower must demonstrate that Borrower is actively applying on that land which has been determined to be highly erodible, a conservation plan approved by the SCS or the appropriate conservation district in accordance with SCS's requirements. Furthermore, if the term of the loan exceeds January 1, 1995, Borrower further agrees that Borrower must demonstrate prior to January 1, 1995, that any production of an agricultural commodity on highly erodible land after that date will be done in compliance with a conservation system approved by SCS or the appropriate conservation district in accordance with SCS's requirements.

DEFAULT: Failure to pay when due any debt evidenced by this note or perform any covenant of agreement under this note shall constitute default under this and any other instrument evidencing a debt of Borrower owing to, insured or Guaranteed by the Government or securing or otherwise relating to such debt; and default under any such other instrument shall constitute default under this note. **UPON ANY SUCH DEFAULT**, the Government at its option may declare all or any part of any such indebtedness immediately due and payable.

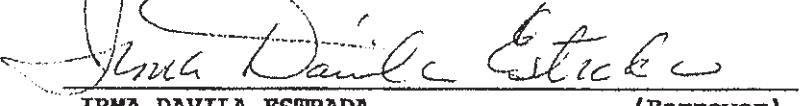
This Note is given as evidence of a loan to Borrower made or insured by the Government pursuant to the Consolidated Farm and Rural Development Act, or the Emergency Agricultural Credit Adjustment Act of 1978 and for the type of loan as indicated in the "Kind of Loan" block above. This Note shall be subject to the present regulations of the Farmers Home Administration and to its future regulations not inconsistent with the express provisions of this note.

Presentment, protest, and notice are waived.

(SEAL)


NICOLAS-TIBURCIO RIVERA

(Borrower)


IRMA DAVILA ESTRADA

(Borrower)

P. O. Box 715

Fajardo, Puerto Rico 00648

RECORD OF ADVANCES

AMOUNT	DATE	AMOUNT	DATE	AMOUNT	DATE
\$		\$		\$	
\$		\$		\$	
\$		\$		\$	
\$		\$		\$	
				TOTAL	\$

Fórmula FmHA 427-1(S) PR
(Rev. 10-82)Número Ciento Sesenta y Cuatro
NUMBERHIPOTECA VOLUNTARIA
VOLUNTARY MORTGAGE

En la ciudad de Luquillo, Puerto Rico, hoy día
In
dieciocho (18) del mes de mayo del año mil novecientos
noventa (1990).

ANTE MI
BEFORE ME

CARLOS L. DAVILA COCA

Abogado y Notario Público de la Isla de Puerto Rico con residencia en Fajardo,
Attorney and Notary Public for the Island of Puerto Rico, with residence in

Puerto Rico y oficina en Luquillo, Puerto Rico
and office in Puerto Rico.

COMPARCEN
APPEAR

Las personas nombradas en el párrafo DUODECIMO de esta hipoteca denominan-
The persons named in paragraph TWELFTH of this mortgage

dos de aquí en adelante el "deudor hipotecario" y cuyas circunstancias personales
hereinafter called the "mortgagor" and whose personal circumstances
aparecen de dicho párrafo.
appear from said paragraph.

Doy fe del conocimiento personal de los comparecientes, así como por sus dichos
I, the Notary, attest to the personal knowledge of the appearing parties, as well as to their
de su edad, estado civil, profesión y vecindad.
statements which I believe to be true of their age, civil status, profession and residence.

Aseguran hallarse en el pleno goce de sus derechos civiles, la libre administración
They assure me that they are in full enjoyment of their civil rights, and the free administration
de sus bienes y teniendo a mi juicio la capacidad legal necesaria para este otorga-
of their property, and they have, in my judgment, the necessary legal capacity to grant this
miento.
mortgage.

EXPONEN
WITNESSETH:

PRIMERO: El deudor hipotecario es dueño de la finca o fincas descritas en el
FIRST: That the mortgagor is the owner of the farm or farms described in

párrafo UNDECIMO así como de todos los derechos e intereses en las mismas,
paragraph ELEVENTH of this mortgage, and of all rights and interest in the same

denominada de aquí en adelante "los bienes".
hereinafter referred to as "the property".

SEGUNDO: Que los bienes aquí hipotecados están sujetos a los gravámenes que
SECOND: That the property mortgaged herein is subject to the liens

que se especifican en el párrafo UNDECIMO.
specified in paragraph ELEVENTH herein.

TERCERO: Que el deudor hipotecario viene obligado para con Estados Unidos de
THIRD: That the mortgagor has become obligated to the United States

America, actuando por conducto de la Administración de Hogares de Agriculto-
or Farmers, acting through the Farmers Home Administration.

resc. denominado de aquí en adelante el "acreedor hipotecario", en relación con
resc. hereinafter called the "mortgagee" in connection with



un préstamo o préstamos evidenciado por uno o más pagarés o convenio de sub-
a loan or loans evidenced by one or more promissory note(s) or assumption agreement(s)

rogación, denominado en adelante el "pagaré" sean uno o más. Se requiere por
hereinafter called "the note" whether one or more. It is required by

el Gobierno que se hagan pagos adicionales mensuales de una doceava parte de
the Government that additional monthly payments of one-twelfth of the

las contribuciones, avalúos (impuestos), primas de seguros y otros cargos que se
taxes, assessments, insurance premiums and other charges

hayan estimado sobre la propiedad hipotecada.
estimated against the property

CUARTO: Se sobreentiende que:
FOURTH: It is understood that:

(Uno) El pagaré evidencia un préstamo o préstamos al deudor hipotecario por la
(One) The note evidences a loan or loans to the mortgagor in the

suma de principal especificada en el mismo, concedido con el propósito y la inten-
principal amount specified therein made with the purpose and intention

ción de que el acreedor hipotecario puede ceder el pagaré en cualquier tiempo y
that the mortgagee, at any time, may assign the note and

asegurar su pago de conformidad con el Acta de mil novecientos sesenta y uno
insure the payment thereof pursuant to the Act of Nineteen Hundred and Sixty-One

consolidando la Administración de Hogares de Agricultores o el Título Quinto de
consolidating the Farmers Home Administration or Title Five of

la Ley de Hogares de mil novecientos cuarenta y nueve, según han sido enmenda-
the Housing Act of Nineteen Hundred and Forty-Nine, as amended.

das.

(Dos) Cuando el pago del pagaré es garantizado por el acreedor hipotecario, puede
(two) When payment of the note is guaranteed by the mortgagor

ser cedido de tiempo en tiempo y cada tenedor de dicho pagaré a su vez será el
it may be assigned from time to time and each holder of the insured note, in turn,

prestamista asegurado.
will be the insured lender

(Tres) Cuando el pago del pagaré es asegurado por el acreedor hipotecario, el acre-
(three) When payment of the note is insured by the mortgagor, the

dor hipotecario otorgará y entregará al prestamista asegurado conjuntamente con
mortgagee will execute and deliver to the insured lender along

el pagaré un endoso de seguro garantizando totalmente el pago de principal e in-
with the note an insurance endorsement insuring the payment of the note fully as to principal

intereses de dicho pagaré.
and interest

(Cuatro) En todo tiempo que el pago del pagaré esté asegurado por el acreedor
(Four) At all times when payment of the note is insured by the mortgagor,

hipotecario, el acreedor hipotecario, por convenio con el prestamista asegurado,
the mortgagee by agreement with the insured lender

determinarán en el endoso de seguro la porción del pago de intereses del pagaré
set forth in the insurance endorsement will be entitled to a specified portion of the interest pay-

que será designada como "cargo anual".
ments on the note, to be designated the "annual charge".

(Cinco) Una condición del aseguramiento de pago del pagaré será de que el tene-
(Five) A condition of the insurance of payment of the note will be that the holder

dor cederá todos sus derechos y remedios contra el deudor hipotecario y cuales-
will forego his rights and remedies against the mortgagor and any

quiero otros en relación con dicho préstamo así como también a los beneficios
others in connection with said loan, as well as any benefit

de esta hipoteca y aceptará en su lugar los beneficios del seguro, y a requerimiento
of this mortgage, and will accept the benefits of such insurance in lieu thereof, and upon the

del acreedor hipotecario endosará el pagaré al acreedor hipotecario en caso de
mortgagee's request will assign the note to the mortgagee should the mortgagor

violación de cualquier convenio o estipulación aquí contenida o en el pagaré o en
violate any covenant or agreement contained herein, in the note, or any

cualesquier convenio suplementario por parte del deudor.
supplementary agreement.

(Seis) Entre otras cosas, es el propósito e intención de esta hipoteca, que en todo
(Six) It is the purpose and intent of this mortgage that, among other things,

tiempo cuando el pagaré esté en poder del acreedor hipotecario, o en el caso en
at all times when the note is held by the mortgagee, or in the event the

que el acreedor hipotecario ceda esta hipoteca sin asegurar el pagaré, esta hipoteca
mortgagee should assign this mortgage without insurance of the note, this mortgage

garantizará el pago del pagaré pero cuando el pagaré esté en poder de un prestamista
shall secure payment of the note; but when the note is held by an insured

asegurado, esta hipoteca no garantizará el pago del pagaré o formará parte
lender, this mortgage shall not secure payment of the note or attach to

de la deuda evidenciada por el mismo, pero en cuanto al pagaré y a dicha deuda,
the debt evidenced thereby, but as to the note and such debt

constituirá una hipoteca de indemnización para garantizar al acreedor hipotecario
shall constitute an indemnity mortgage to secure the mortgagee

contra cualesquier pérdida bajo el endoso de seguro por causa de cualquier incum-
against loss under its insurance endorsement by reason of any default

plimiento por parte del deudor hipotecario.
by the mortgagor.

QUINTO: Que en consideración al préstamo y (a) en todo tiempo que el pagaré
FIFTH: That, in consideration of said loan and (a) at all times when the note

sea conservado por el acreedor hipotecario, o en el caso de que el acreedor hipote-
is held by the mortgagee, or in the event the mortgagee

caria ceda la presente hipoteca sin el seguro de pago del pagaré y en garantía del
should assign this mortgage without insurance of the payment of the note, in guarantee of the

importe del pagaré según se especifica en el subpárrafo (Uno) del Párrafo NOVE-
amount of the note as specified in subparagraph (one) of paragraph NINTH

NO con sus intereses al tipo estipulado y para asegurar el pronto pago de dicho
hereof, with interest at the rate stipulated, and to secure prompt payment of the

pagaré, su renovación cualquier convenio contenido en el mismo, o extensión y
note and any renewals and extensions thereof and any agreements contained therein.

(b) en todo tiempo que el pagaré sea poseído por el prestamista asegurado en garan-
(b) at all times when the note is held by an insured lender, in guarantee

tía de las sumas especificadas en el subpárrafo (Dos) del párrafo NOVENO aquí
of the amounts specified in subparagraph 9Two of paragraph NINTH hereof

consignado para garantizar el cumplimiento del convenio del deudor hipotecario
for securing the performance of the mortgagor's agreement

de indemnizar y conservar libre al acreedor hipotecario contra pérdidas bajo el en-
herein to indemnify and save harmless the mortgagee against loss under its

dos de seguro por razón de incumplimiento del deudor hipotecario y (c) en cual-
insurance endorsements by reason of any default by the mortgagor, and (c) in any

quiero y en todo tiempo en garantía de las sumas adicionales consignadas en el
any time and at all times whatsoever, in guarantee of the additional amounts specified in

subpárrafo (Tres) del párrafo NOVENO de este instrumento y para asegurar el
 subparagraph (Three) of paragraph NINTH hereof, and to secure the

cumplimiento de todos y cada uno de los convenios y del deudor hipotecario aquí
 performance of every covenant and agreement of the mortgagor

contenidos o en cualquier otro convenio suplementario, el deudor hipotecario por
 contained herein or in any supplementary agreement, the mortgagor

la presente constituye hipoteca voluntaria a favor del acreedor hipotecario sobre
 hereby constitutes a voluntary mortgage in favor of the mortgagee on

los bienes descritos en el párrafo UNDECIMO más adelante, así como sobre los
 the property described in paragraph ELEVENTH hereof, together with all rights,

derechos, intereses servidumbres, derechos hereditarios, adhesiones pertenecientes
 interests easements, hereditaments and appurtenances thereto belonging,

a los mismos, toda renta, créditos, beneficios de los mismos, y todo producto e
 the rents, issues and profits thereof and revenues and

ingreso de los mismos, toda mejora o propiedad personal en el presente o que en
 income therefrom, all improvements and personal property now or

el futuro se adhiera o que sean razonablemente necesarias para el uso de los mismos,
 later attached thereto or reasonably necessary to the use thereof,

sobre las aguas, los derechos de agua o acciones en los mismos, pertenecientes a
 all water, water rights and shares in the same pertaining to

las fincas o a todo pago que en cualquier tiempo se adeude al deudor hipotecario
 the farms and all payments at any time owing to the mortgagor

por virtud de la venta, arrendamiento, transferencia, enajenación o expropiación
 by virtue of any sale, lease, transfer, conveyance or total or

total o parcial de o por daños a cualquier parte de las mismas o a los intereses sobre
 partial condemnation of or injury to any part thereof or interest

ellas, siendo entendido que este gravámen quedará en toda su fuerza y vigor hasta
 therein, it being understood that this lien will continue in full force and effect until

que las cantidades especificadas en el párrafo NOVENO con sus intereses antes y
 all amounts as specified in paragraph NINTH hereof, with interest before and

después del vencimiento hasta que los mismos hayan sido pagados en su totalidad,
 after maturity until paid, have been paid in full.

En caso de ejecución, los bienes responderán del pago del principal, los intereses
 In case of foreclosure, the property will be answerable for the payment of the principal, interest

antes y después de vencimiento, hasta su total solvente, pérdida sufrida por el acreedor
 thereon before and after maturity until paid, losses sustained by the

hipotecario como asegurador del pagaré, contribuciones, prima de seguro o cualquier
 mortgagor as insurer of the note, taxes, insurance premiums, and

quiero otro desembolso o adelanto por el acreedor hipotecario por cuenta del deudor
 other disbursements and advances by the mortgagee for the mortgagor's account

hipotecario con sus intereses hasta que sean pagados al acreedor hipotecario, costas,
 with interest until repaid to the mortgagee, costs, expenses and

gastos y honorarios de abogado del acreedor hipotecario, toda extensión o renovación
 attorney's fees of the mortgagee all extensions and renewals of any of

de dichas obligaciones con intereses sobre todas y todo otro cargo o suma
 said obligations, with interest on all and all other charges and additional

adicional especificada en el párrafo NOVENO de este documento.
 amounts as specified in paragraph NINTH hereof.

SEXTO: El deudor hipotecario expresamente conviene lo siguiente;
 SIXTH: That the mortgagor specifically agrees as follows:

(Uno) Pagar al acreedor hipotecario prontamente a su vencimiento cualquier deuda
 (One) To pay promptly when due any indebtedness

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aquí garantizada e indemnizar y conservar libre de pérdida al acreedor hipotecario
to the mortgagee hereby secured and to indemnify and save harmless the mortgagor against any

bajo el seguro del pago del pagaré por incumplimiento del deudor hipotecario.
loss under its insurance of payment of the note by reason of any default by the mortgagor.

En todo tiempo cuando el pagaré sea poseído por el prestamista asegurado, el
At all times when the note is held by an insured lender, the

deudor hipotecario continuará haciendo los pagos contra dicho pagaré al acreedor
mortgagor shall continue to make payments on the note to the mortgagee,

hipotecario como agente cobrador del tenedor del mismo.
as collection agent for the holder.

(Dos) A pagar al acreedor hipotecario una cuota inicial por inspección y tasación
(Two) To pay to the Mortgagee any initial fees for inspection and appraisal

y cualquier cargo por delincuencia requerido en el presente o en el futuro por los
and any delinquency charges, now or hereafter required by

reglamentos de la Administración de Hogares de Agricultores.
regulations of the Farmer's Home Administration.

(Tres) En todo tiempo cuando el pagaré sea poseído por un prestamista asegurado
(Three) At all times when the note is held by an insured lender,

rado, cualquier suma adeudada y no pagada bajo los términos del pagaré, menos
any amount due and unpaid under the terms of the note, less

la cantidad o carga anual, podrá ser pagada por el acreedor hipotecario al tenedor
the amount of the annual charge, may be paid by the mortgagee to the holder

del pagaré bajo los términos provistos en el pagaré y en el endoso de seguro referido
of the note to the extent provided in the insurance endorsement

en el párrafo CUARTO anterior por cuenta del deudor hipotecario.
referred to in paragraph FOURTH hereof for the account of the mortgagor.

Cualquier suma vencida y no pagada bajo los términos del pagaré, sea éste poseído
Any amount due and unpaid under the terms of the note, whether it is held

por el acreedor hipotecario o por el prestamista asegurado, podrá ser acreditada
by the mortgagee or by an insured lender, may be credited

por el acreedor hipotecario al pagaré y en su consecuencia constituirá un adelanto
by the mortgagee on the note and thereupon shall constitute an advance

por el acreedor hipotecario por cuenta del deudor hipotecario.
by the mortgagee for the account of the mortgagor.

Cualquier adelanto por el acreedor hipotecario tal como se describe en este sub-
Any advance by the mortgagee as described in this

párrafo devengará intereses a razón del Cuatro y Medio
subparagraph shall bear interest at the rate of

por ciento (4 1/2 %)
per cent (%)

anual a partir de la fecha en que venció el pago hasta la fecha en que el deudor
per annum from the date on which the amount of the advance was due to the date of payment

hipotecario lo satisfaga.
to the mortgagee.

(Cuatro) Fuere o no el pagaré asegurado por el acreedor hipotecario, cualquier
(Four) Whether or not the note is insured by the mortgagee, any

adelanto hecho por el acreedor hipotecario para prima de seguro, reparaciones y gravámenes u otra reclamación en protección de los bienes hipotecarios and other claims, for the protection of the mortgaged property,

dos o para contribuciones o impuestos u otro gasto similar por razón de haber
or for taxes or assessments or other similar charges by reason of the



el deudor hipotecario dejado de pagar por los mismos, devengará intereses a razón
mortgagor's failure to pay the same, shall bear interest at the rate

del tipo estipulado en el subpárrafo anterior desde la fecha de dichos adelantos
stated in the next preceding subparagraph from the date of the advance

hasta que los mismos sean satisfechos por el deudor hipotecario.
until repaid to the mortgagor

(Cinco) Todo adelanto hecho por el acreedor hipotecario descrito en esta hipoteca
(Five) All advances made by mortgagee as described in this mortgage

con sus intereses vencerá inmediatamente y será pagadero por el deudor hipoteca
with interest, shall be immediately due and payable by the mortgagor

teario al acreedor hipotecario sin necesidad de requerimiento alguno en el sitio
to mortgagee without demand at the

designado en el pagaré y será garantizado por la presente hipoteca. Ningún adelanto
place designated in the note and shall be guaranteed hereby. No such advance

hecho por el acreedor hipotecario no relevará al deudor hipotecario de su obligación
by mortgagee shall relieve the mortgagor from breach of his covenant

del convenio de pagar. Dichos adelantos, con sus intereses, se reembolsarán de los
to pay. Such advances, with interest shall be repaid from the

primeros pagos recibidos del deudor hipotecario. Si no hubieren adelantos, todo
first available collections received from mortgagor. Otherwise, any payments

pago verificado por el deudor hipotecario podrá ser aplicado al pagaré o a cualquier
payment made by mortgagor may be applied on the note or any

otra deuda del deudor hipotecario aquí garantizada en el orden que el acreedor
indebtedness to mortgagee secured hereby, in any order mortgagee

hipotecario determinare.
determines

(Seis) Usar el importe del préstamo evidenciado por el pagaré únicamente para
(Six) To use the loan evidenced by the note solely

los propósitos autorizados por el acreedor hipotecario.
for purposes authorized by mortgagee

(Siete) A pagar a su vencimiento las contribuciones, impuestos especiales, gravámenes y cargas que gravan los bienes o los derechos o intereses del deudor hipotecario bajo los términos de esta hipoteca.
(Seven) To pay when due all taxes, special assessments, liens

menes y cargas que gravan los bienes o los derechos o intereses del deudor hipotecario
and charges encumbering the property or the right or interest of mortgagor

bajo los términos de esta hipoteca.
Under the terms of this mortgage

(Ocho) Obtener y mantener seguro contra incendio y otros riesgos según requiere.
(Eight) To procure and maintain insurance against fire and other hazards as required

ra el acreedor hipotecario sobre los edificios y las mejoras existentes en los bienes
by mortgagor on all existing buildings and improvements on the property

o cualquier otra mejora introducida en el futuro. El seguro contra fuego y
any building and improvements put there on in the future. The insurance against

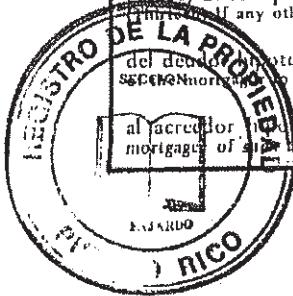
otros riesgos serán en la forma y por las cantidades, términos y condiciones que
fire and other hazards will be in the form and amount and on terms and conditions

aprobare el acreedor hipotecario.
approved by mortgagee

(Nueve) Conservar los bienes en buenas condiciones y prontamente verificar las
(Nine) To keep the property in good condition and promptly make all

reparaciones necesarias para la conservación de los bienes; no cometerá ni permitirá que se cometa ningún deterioro de los bienes; ni removerá ni demolerá
necessary repairs for the conservation of the property; he will not commit nor

mitirá que se cometa ningún deterioro de los bienes; ni removerá ni demolerá
permit to be committed any deterioration of the property; he will not remove nor demolish

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(Rev. 10-82)ningún edificio o mejora en los bienes, ni cortará ni removerá madera de la finca,
any building or improvement on the property; nor will he cut or remove wood from the farmni removerá ni permitirá que se remueva grava, arena, aceite, gas, carbón u otros
nor remove nor permit to be removed gravel, sand, oil, gas, coal, or otherminerales sin el consentimiento del acreedor hipotecario y prontamente llevará
minerals without the consent of mortgagee, and will promptly carry outa efecto las reparaciones en los bienes que el acreedor hipotecario requiera de tiempo
the repairs on the property that the mortgagee may request from timeen tiempo. El deudor hipotecario cumplirá con aquellas prácticas de conservación
to time. Mortgagor shall comply with such farm conservation practicesde suelo y los planes de la finca y del hogar que el acreedor hipotecario de tiempo en
and farm and home management plans as mortgagee from time totiempo pueda prescribir.
time may prescribe.(Diez) Si esta hipoteca se otorga para un préstamo a dueño de finca según se identifica
(Ten) If this mortgage is given for a loan to a farm owner as identifiedtifica en los reglamentos de la Administración de Hogares de Agricultores, el deudor
in the regulations of the Farmers Home Administration, mortgagorhipotecario personalmente operará los bienes por sí y por medio de su familia como
will personally operate the property with his own and his family labor as a farm and for no otheruna finca y para ningún otro propósito y no arrendará la finca ni parte de ella a
purpose and will not lease the farm or any part of itmenos que el acreedor hipotecario consienta por escrito en otro método de operación
unless mortgagee agrees in writing to any other method of operationo al arrendamiento.
or lease.(Once) Someterá en la forma y manera que el acreedor hipotecario requiera la
(Eleven) To submit in the form and manner mortgagee may require,información de sus ingresos y gastos y cualquier otra información relacionada con
information as to his income and expenses and any other information in regard to thela operación de los bienes y cumplirá con todas las leyes, ordenanzas y reglamentos
operation of the property, and to comply with all laws, ordinances, and regulationsque afecten los bienes o su uso.
affecting the property or its use.(Doce) El acreedor hipotecario, sus agentes y abogados, tendrán en todo tiempo el
(Twelve) Mortgagee, its agents and attorneys, shall have the right at all reasonable timesderecho de inspeccionar y examinar los bienes con el fin de determinar si la garantía
to inspect and examine the property for the purpose of ascertaining whether or nototorgada está siendo mermada o deteriorada y si dicho examen o inspección determina
the security given is being lessened or impaired, and if such inspection or examination shallminare, a juicio del acreedor hipotecario, que la garantía otorgada está siendo mer-
disclose, in the judgment of mortgagee, that the security given is being lessenedmada o deteriorada, tal condición se considerará como una violación por parte del
or impaired, such condition shall be deemed a breach by thedeudor hipotecario de los convenios de esta hipoteca.
mortgagor of the covenants of this mortgage.(Trece) Si cualquier otra persona detentare con o impugnare el derecho de posesión
any other person interferes with or contests the right of possessiondel deudor hipotecario a los bienes, el deudor hipotecario inmediatamente notificará
mortgagor to the property, the mortgagor will immediately notifyal acreedor hipotecario de dicha acción y el acreedor hipotecario, a su opción,
mortgagee of the action, and mortgagee at its option

podrá instituir aquellos procedimientos que fueren necesarios en defensa de sus
may institute the necessary proceedings in defense of its

intereses y los gastos y desembolsos incurrido por el acreedor hipotecario en dichos
interest, and any costs or expenditures incurred by mortgagee by said

procedimientos, serán cargados a la deuda del deudor hipotecario y se considerarán
proceedings will be charged to the mortgage debt and considered

garantizados por esta hipoteca dentro del crédito adicional de la cláusula hipotecaria
by this mortgage within the additional credit of the mortgage clause

para adelantos, gastos y otros pagos.
for advances, expenditures and other payments.

(Catorce) Si el deudor hipotecario en cualquier tiempo mientras estuviere vigente
(Fourteen) If the mortgagor at any time while this mortgage remains in effect

esta hipoteca, abandonare los bienes o voluntariamente se los entregase al acre-
should abandon the property or voluntarily deliver it to mortgagee,

dor hipotecario, el acreedor hipotecario es por la presente autorizado y con pode-
mortgagee is hereby authorized and empowered

res para tomar posesión de los bienes, arrendarlos y administrar los bienes y cobrar
to take possession of the property, to rent and administer the same and collect

sus rentas, beneficios e ingresos de los mismos y aplicarlos en primer término a los
the rents, benefits, and income from the same and apply them first to the

gastos de cobro y administración y en segundo término al pago de la deuda eviden-
costs of collection and administration and secondly to the payment of the debt evidenced

ciada por el pagaré o cualquier otra deuda del deudor hipotecario y aquí garantizada,
by the note or any indebtedness to mortgagee hereby guaranteed,

en el orden y manera que el acreedor hipotecario determinare.
in what ever order and manner mortgagee may determine.

(Quince) En cualquier tiempo que el acreedor hipotecario determinare que el deudor
(Fifteen) At any time that mortgagee determines that mortgagor

hipotecario puede obtener un préstamo de una asociación de crédito para produc-
may be able to obtain a loan from a credit association for production

ción, de un Banco Federal u otra fuente responsable, cooperativa o privada, a un
a Federal Bank or other responsible source, cooperative or private, at a

tipo de interés y términos razonables para préstamos por tiempo y propósitos
rate of interest and reasonable periods of time and purposes,

similarés, el deudor hipotecario, a requerimiento del acreedor hipotecario, solicitará
mortgagor, at mortgagee's request will apply for and accept

aceptará, dicho préstamo en cantidad suficiente para pagar por las acciones nece-
said loan in sufficient amount to pay the note and any other indebtedness secured hereby and to

comprará, en la agencia cooperativa en relación con dicho préstamo,
purchase any necessary shares of stock in the cooperative agency in regard to said loan.

(Dieciséis) En incumplimiento de cualesquiera de las obligaciones garantizadas
(Sixteen) Should default occur in the performance or discharge of any obligation secured

por esta hipoteca, o si el deudor hipotecario o cualquier otra persona incluida como
by this mortgage, or should mortgagor, or any one of the persons herein called

deudor hipotecario faltare en el pago de cualquier cantidad o violare o no cumpliera
mortgagor, default in the payment of any amounts or violate or fail to comply

con cualquier cláusula, condición, estipulación o convenio o acuerdo aquí contenido
with any clause, condition, stipulation, covenant, or agreement contained herein,

o en cualquier convenio suplementario, o falleciere o se declarare o fuere declarado
or in any supplementary agreement, or die or be declared an

incompetente, en quiebra, insolvente o hiciere una cesión en beneficio de sus acre-
incompetent, a bankrupt, or an insolvent, or make an assignment for the benefit of

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dores, o los bienes o parte de ellos o cualquier interés en los mismos fueren cedidos, creditors, or should the property or any part thereof or interest therein be assigned,

vendidos, arrendados, transferidos o gravados voluntariamente o de otro modo, sold, leased, transferred, conveyed, or encumbered, voluntarily or otherwise,

sin el consentimiento por escrito del acreedor hipotecario, el acreedor hipotecario es without the written consent of mortgagee, mortgagee is

irrevocablemente autorizado y con poderes, a su opción y sin notificación; (Uno) a irrevocably authorized and empowered, at its option, and without notice: (One) to

declarar toda deuda no pagada bajo los términos del pagaré o cualquier otra deuda declare all amounts unpaid under the note, and any indebtedness

al acreedor hipotecario aquí garantizada, inmediatamente vencida y pagadera y to the mortgagee secured hereby, immediately due and payable and

proceder a su ejecución de acuerdo con la ley y los términos de la misma; (Dos) to foreclose this mortgage in accordance with law and the provisions hereof; (Two)

incurrir y pagar los gastos razonables para la reparación o mantenimiento de los to incur and pay reasonable expenses for the repair and maintenance of the

bienes y cualquier gasto u obligación que el deudor hipotecario no pagó según se property and any expenses and obligations that mortgagor did not pay as

conviniere en esta hipoteca, incluyendo las contribuciones, impuestos, prima de agreed in this mortgage, including taxes, assessments, insurance premium,

seguro y cualquier otro pago o gasto para la protección y conservación de los bienes and any other expenses or costs for the protection and preservation of the property

y de esta hipoteca o incumplimiento de cualquier precepto de esta hipoteca y (Tres) and this mortgage, or for compliance with any of the provisions of this mortgage; and (Three)

de solicitar la protección de la ley. request the protection of the law.

(Diecisiete) El deudor hipotecario pagará o reembolsará al acreedor hipotecario (Seventeen) Mortgagor will pay, or reimburse mortgagee

todos los gastos necesarios para el fiel cumplimiento de los convenios y acuerdos for all necessary expenses for the fulfillment of the covenants and agreements

de esta hipoteca, los del pagaré y en cualquier otro convenio suplementario, in-of this mortgage and of the note and of any supplementary agreement, including

cluyendo los gastos de mensura, evidencia de título, costas, inscripción y hono-the costs of survey, evidence of title, court costs, recordation fee and

arios de abogado. attorney's fees,

(Dieciocho) Sin afectar en forma alguna los derechos del acreedor a requerir y (Eighteen) Without in any manner affecting the right of the mortgagee to require and

hacer cumplir en una fecha subsiguiente a las mismos los convenios, acuerdos u enforce performance at a subsequent date of the same, similar or other covenant, agreement

obligaciones aquí contenidos o similares u otros convenios, y sin afectar la respons- obligation herein set forth, and without affecting the liability

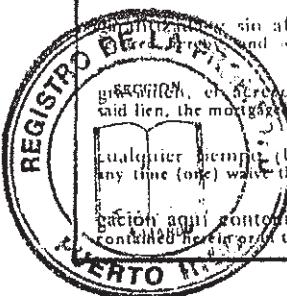
sabilidad de cualquier persona para el pago del pagaré o cualquier otra deuda aquí of any person for payment of the note or any indebtedness

y de la hipoteca, sin afectar el gravamen impuesto sobre los bienes o la prioridad del and without affecting the lien created upon said property or the priority of

gravamen, el acreedor hipotecario es por la presente autorizado y con poder en said lien, the mortgagee is hereby authorized and empowered at

cualquier tiempo (Uno) renunciar el cumplimiento de cualquier convenio u obli-any time (one) waive the performance of any covenant or obligation

gación aquí contenida o en el pagaré o en cualquier convenio suplementario (Dos) contained herein or in the note or any supplementary agreement; (two)



negociar con el deudor hipotecario o conceder al deudor hipotecario cualquier deal in any way with mortgagor or grant to mortgagor any indulgencia o tolerancia o extensión de tiempo para el pago del pagaré (con el indulgence or forbearance or extension of the time for payment of the note (with the consentimiento del tenedor de dicho pagaré cuando esté en manos de un prestamista asegurado) o para el pago de cualquier deuda a favor del acreedor hipotecario, y aquí garantizada; o (Tres) otorgar y entregar cancelaciones parciales de quier parte de los bienes de la hipoteca aquí constituida u otorgar diferimiento o postergación de esta hipoteca a favor de cualquier otro gravámen constituido sobre dichos bienes. (Diecinueve) Todos los derechos, título e interés en y sobre la presente hipoteca, incluyendo pero no limitando el poder de otorgar consentimientos, cancelaciones parciales, subordinación, cancelación total, radica sola y exclusivamente en el acreedor hipotecario y ningún prestamista asegurado tendrá derecho, título o interés alguno en o sobre el gravámen y los beneficios aquí contenidos. (Veinte) El incumplimiento de esta hipoteca constituirá incumplimiento de cualesquiera otra hipoteca, préstamo refaccionario, o hipoteca de bienes muebles poseída o asegurada por el acreedor hipotecario y otorgada o asumida por el deudor hipotecario; y el incumplimiento de cualesquiera de dichos instrumentos de garantía constituirá incumplimiento de esta hipoteca. (Veintiuno) Todo aviso que haya de darse bajo los términos de esta hipoteca será remitido por correo certificado a menos que se disponga lo contrario por ley, y será dirigido hasta tanto otra dirección sea designada en un aviso dado al efecto, en el caso del acreedor hipotecario a Administración de Hogares de Agricultores, Departamento de Agricultura de Estados Unidos, San Juan, Puerto Rico, y en el caso del deudor hipotecario, a él a la dirección postal de su residencia según se especifique más adelante. (Veintidos) El deudor hipotecario por la presente cede al acreedor hipotecario (Twenty-Two) Mortgagor by these presents grants to mortgagee.

el importe de cualquier sentencia obtenido por expropiación forzosa para uso
the amount of any judgment obtained by reason of condemnation proceedings for public

público de los bienes o parte de ellos así como también el importe de la sentencia
use of the property or any part thereof as well as the amount of any judgment

por daños causados a los bienes. El acreedor hipotecario aplicará el importe así
for damages caused to the property. The mortgagor will apply the amount so

recibido al pago de los gastos en que incurriere en su cobro y el balance al pago del
received to the payment of costs incurred in its collection and the balance to the payment

pagaré y cualquier cantidad adeudada al acreedor hipotecario garantizada por esta
of the note and any indebtedness to the mortgagor secured by this

hipoteca, y si hubiere algún sobrante, se reembolsará al deudor hipotecario.
mortgage, and if any amount then remains, will pay such amount to mortgagor.

SEPTIMO: Para que sirva de tipo a la primera subasta que deberá celebrarse en caso
SEVENTH: That for the purpose of the first sale to be held in case

de ejecución de esta hipoteca; de conformidad con la ley hipotecaria, según enmendada
of foreclosure of this mortgage, in conformity with the mortgage law, as amended,

dada, el deudor hipotecario por la presente tasa los bienes hipotecados en la suma
mortgagor does hereby appraise the mortgaged property in the amount

de TREINTA Y DOS MIL SETECIENTOS CINCUENTA DOLARES
of
(\$32,750.00).
X-12

OCTAVO: El deudor hipotecario por la presente renuncia al trámite de requerimiento
EIGHTH: Mortgagor hereby waives the requirement of law and agrees to be

y se considerará en mora sin necesidad de notificación alguna por parte
considered in default without the necessity of any notification of default or demand for payment
del acreedor hipotecario. Esta hipoteca está sujeta a los reglamentos de la Administración
on the part of mortgagee. This mortgage is subject to the rules and regulations of the

ministración de Hogares de Agricultores ahora en vigor y a futuros reglamentos,
Farmers Home Administration now in effect, and to its future regulations

no inconsistentes con los términos de esta hipoteca, así como también sujeta a
not inconsistent with the provisions of this mortgage, as well as to the

las leyes del Congreso de Estados Unidos de America que autorizan la asignación
laws of the Congress of the United States of America authorizing the making and

y aseguramiento del préstamo antes mencionado.
insuring of the loan hereinbefore mentioned.

NOVENO: Las cantidades garantizadas por esta hipoteca son las siguientes:
NINTH: The amounts guaranteed by this mortgage are as follows:

Una. En todo tiempo cuando el pagaré relacionado en el párrafo TERCERO de
One. At all times when the note mentioned in paragraph THIRD of

esta hipoteca sea poseído por el acreedor hipotecario o en caso que el acreedor
this mortgage is held by mortgagor, or in the event mortgagor

hipotecario cediere esta hipoteca sin asegurar el pagaré: TREINTA Y DOS MIL
should assign this mortgage without insurance of the note.

SETECIENTOS CINCUENTA DOLARES (\$ 32,750.00)
DOLLARS \$

el principal de dicho pagaré, con sus intereses según estipulados a razón del
the principal amount of said note, together with interest as stipulated therein at the rate of

cuatro y medio por ciento (4 1/2 --- %) anual;
four and one-half per cent (4 1/2 --- %) per annum;



Dos. En todo tiempo cuando el pagaré es poseído por un prestamista asegurado:
Two. At all times when said note is held by an insured lender:

(A) TREINTA Y DOS MIL SETECIENTOS CINCUENTA -----
(A) -----

DOLARES (\$ 32,750.00)-----
DOLLARS (\$-----

para indemnizar al acreedor hipotecario por adelantos al prestamista asegurado
for indemnifying the mortgagee for advances to the insured lender-----

por motivo del incumplimiento del deudor hipotecario de pagar los plazos según
by reason of mortgagor's failure to pay the installments as-----

se especifica en el pagaré, con intereses según se especifica en el párrafo SEXTO,
specified in the note, with interest as stated in paragraph SIXTH,-----

Tercero;-----
Three;-----

(B) CUARENTA Y NUEVE MIL CIENTO VEINTICINCO -----
(B) -----

DOLARES (\$ 49,125.00)-----
DOLLARS (\$-----

para indemnizar al acreedor hipotecario además contra cualquier pérdida que pueda
for indemnifying the mortgagee further against any loss it might-----

sufrir bajo su seguro de pago del pagaré.-----
sustain under its insurance of payment of the note;-----

Tres. En cualquier caso y en todo tiempo;
Three. In any event and at all times whatsoever;-----

(A) TRECE MIL CIEN DOLARES -----
(A) -----

(\$ 13,100.00-----) para intereses después de mora;
(\$-----) for default interest;-----

(B) SEIS MIL QUINIENTOS CINCUENTA DOLARES -----
(B) -----

(\$ 6,550.00-----) para contribuciones, seguro y otros adelantos para la con-
servation and protection of this mortgage, with interest at the rate stated in paragraph-----

SEXTO, Tercero;
SIXTH, Three;-----

(C) TRES MIL DOSCIENTOS SETENTA Y CINCO DOLARES -----
(C) -----

(\$ 3,275.00-----) para costas, gastos y honorarios de abogado en caso
(\$-----) for costs, expenses and attorney's fees in case-----

de ejecución;-----
of foreclosure;-----

(D) TRES MIL DOSCIENTOS SETENTA Y CINCO DOLARES -----
(D) -----

(\$ 3,275.00-----) para costas y gastos que incurriese el acreedor hipoteca-
(\$-----) for costs and expenses incurred by the mortgagee in-----

rio en procedimientos para defender sus intereses contra cualquier persona que inter-
proceedings to defend its interests against any other person interfering with-----

venga o impugne el derecho de posesión del deudor hipotecario a los bienes según
or contesting the right of possession of mortgagor to the property;-----

se consigna en el párrafo SEXTO, Trece.-----
provided in paragraph (SIXTH, Thirteen).-----

DECIMO: Que el (los) pagaré(s) a que se hace referencia en el párrafo TERCERO
TENTH: That the note(s) referred to in paragraph THIRD

de esta hipoteca es (son) descrito(s) como sigue:—
of this mortgage is(are) described as follows:—

"Pagaré otorgado en el caso número Sesenta y Tres Guión Treinta y
"Promissory note executed in case number
Ocho Guión
Dós" _____

TECHADO EN GUARDO
dated the

dieciocho (18) de mayo de mil novecientos
day of nineteen hundred and

noventa (1990) por la suma de TREINTA Y DOS MIL
in the amount of

SETECIENTOS CINCUENTA (\$32,750.00) dólares de principal más
of principal plus

intereses sobre el balance del principal adeudado a razón del Cuatro y Medio—
interest over the unpaid balance at the rate of

— (4 1/2%) por ciento anual, } percent per annum,

hasta tanto su principal sea totalmente satisfecho según los términos, plazos, condicione
until the principal is totally paid according to the terms, installments, conditions and stipulations contained in the promissory note and as agreed

entre el Prestatario y el Gobierno; excepto el pago final del total de la deuda aquí
between the borrower and the Government, except that the final installment of the

representada, de no haber sido satisfecho con anterioridad, vencerá y sera pagadero
entire debt herein evidenced, if not sooner paid, will be due

a los treinta (30) and payable

años de la fecha de este pagaré. years from the date of this promissory note.

Dicho pagaré ha sido otorgado como evidencia de un préstamo concedido por el
Said promissory note is given as evidence of a loan made by the

Gobierno al Prestatario de conformidad con la Ley del Congreso de los Estados
Government to the borrower pursuant to the law of the Congress of the United

Unidos de América denominada "Consolidated Farm and Rural Development Act
States of America known as "Consolidated Farm and Rural Development Act

of 1961" o de conformidad con el "Title V of the Housing Act of 1949", según
of 1961" or pursuant to "Title V of the Housing Act of 1949, as

han sido enmiendadas y está sujeto a los presentes reglamentos de la Administración
amended, and is subject to the present regulations of the Farmers

de Hogares de Agricultores y a los futuros reglamentos no inconsistentes con dicha
Home Administration and to its future regulations not inconsistent with the

Ley. De cuya descripción, yo, el Notario Autorizante, DOY FE, express provision thereof. Of which description I, the authorizing Notary, GIVE FAITH,

UNDECIMOS: Que la propiedad objeto de la presente escritura y sobre la que se
ELEVENTH: That the property object of this deed and over which

constituye la Hipoteca Voluntaria, se describe como sigue:
voluntary mortgage is constituted, is described as follows:



--- URBANA: Parcela de terreno radicada en el Barrio-- Quebrada Fajardo, del término municipal de Fajardo, --- Puerto Rico, marcado con el número Tres (3) en el plano de inscripción, compuesto de Uno Punto Cero Sesenta y -- Cinco (1.065) Cuerdas de terreno, equivalentes a CUATRO MIL CIENTO OCHENTA Y CUATRO PUNTO CERO NOVENTA Y NUEVE- (4,184.099) METROS CUADRADOS. En lindes por el Norte, -- con la parcela 'A'; por el Sur, con la Urbanización --- Altamira; por el este, con la parcela 'A', parcela 'B' -- y Nicolás Tiburcio; y por el Oeste, con la parcela --- número Dos (2).

--- Inscrita al folio Ciento Cincuenta y Cinco (155), --- del tomo Trescientos Uno (301) de Fajardo, finca número Doce Mil Ochocientos Sesenta y Tres (12,863), en el --- Registro de la Propiedad de Puerto Rico, Sección de --- Fajardo.-----

Adquirió el prestatario la descrita finca por compra a los esposos ----
Borrower acquired the described property by
Nicolás Tiburcio Martínez y Lydia María Rivera Calderón,

según consta de la Escritura Número Treinta y Siete (37).-----
pursuant to Deed Number

de fecha diecinueve (19) de febrero de mil novecientos --
dated
ochenta y ocho (1988),-----

otorgada en la ciudad de Fajardo, Puerto Rico,-----
executed in the city of

ante el Notario Público Licenciado Néstor Robles Abraham.---
before Notary

Dicha propiedad se encuentra afecta a Hipoteca en garantía de---
Said property is

Pagará a favor de Banco Popular de Puerto Rico, por la-
sumá de CINCUENTA Y DOS MIL DOLARES (\$52,000.00), más--
intereses a razón del New York Prime Rate, con venci--
miento a la presentación, según la escritura número ---
Ciento Treinta y Dos (132) del seis de mayo de mil nove--
cientos ochenta y ocho ante el Propio Fedatario.-----

DUODECIMO: Que comparecen en la presente escritura como Deudores Hipote--
TWELFTH: The parties appearing in the present deed as Mortgagors-----

carios. DON NICOLAS TIBURCIO RIVERA, seguro social número
are [REDACTED] Y DONA IRMA -
DAVILA ESTRADA, seguro social número [REDACTED] [REDACTED]

cuya dirección postal es: Apartado Setecientos Quince (715),----
whose postal address is:

Fajardo, Puerto Rico, Cero Cero Seis Cuatro Ocho (00648).

--- Manifiestan los Deudores Hipotecarios que son mayo--
res de edad, casados entre sí, propietarios y vecinos--
de Fajardo, Puerto Rico.-----

DECIMO TERCERO: El importe del préstamo aquí consignado se usó ó será usado
THIRTEENTH: The proceeds of the loan herein guaranteed was used or will be used

Forma FmHA 427-1(S) PR
(Rev. 10-82)para fines agrícolas y la construcción y/o reparación y/o mejoras de las instalaciones
for agricultural purposes and the construction and/or repair or improvement of the physicalfísicas en la finca(s) descrita(s).
installations on the described farm(s).DECIMO CUARTO: El prestatario ocupará personalmente y usará cualquier estructura
FOURTEENTH: The borrower will personally occupy and use any structureque haya sido construida, mejorada o comprada con el importe del préstamo
constructed, improved or purchased with the proceedsaquel garantizado y no arrendará o usará para otros fines dicha estructura a menos
herein guaranteed and shall not lease or use for other purposes said structure unlessque el Gobierno lo consienta por escrito. La violación de esta cláusula como la
the Government so consents in writing. Violation of this clause as well asviolación de cualquiera otro convenio o cláusula aquí contenida ocasionará el
violation of any other agreement or clause herein contained will causevencimiento de la obligación como si todo el término hubiese transcurrido y en
the debt to become due as if the whole term had elapsed and theaptitud el Gobierno de declarar vencido o pagadero el préstamo y proceder a la
Government at its option may declare due and payable the loan and proceed toejecución de la hipoteca.
the foreclosure of the mortgage.DECIMO QUINTO: Esta hipoteca se extiende expresamente a toda construcción
FIFTEENTH: This mortgage expressly extends to all constructiono edificación existente en la(s) finca(s) antes descrita(s) y a toda mejora, construcción
or building existing on the farm(s) hereinbefore described and all improvement,o edificación que se construya en dicha finca(s) durante la vigencia del préstamo
construction or building constructed on said farm(s) while thetamo hipotecario constituido a favor del Gobierno, verificada por los actuales
mortgage loan constituted in favor of the Government is in effect, made by the presentdueños deudores o por sus cesionarios o causahabientes.
owners or by their assignees or successors.DECIMO SEXTO: El deudor hipotecario por la presente renuncia mancomunada
SIXTEENTH: The mortgagor by these presents hereby waives jointly andy solidariamente por sí y a nombre de sus herederos causahabientes, sucesores o
severally for himself and on behalf of his heirs, assignees, successors orrepresentantes a favor del acreedor (Administración de Hogares de Agricultores),
representatives in favor of mortgagee (Farmers Home Administration)cualquier derecho de Hogar Seguro (Homeestead) que en el presente o en el futuro
any Homestead right (Homestead) that presently or in the futurepudiera tener en la propiedad descrita en el párrafo undécimo y en los edificios
he may have in the property described in paragraph eleventh and in the buildingsallí enclavados o que en el futuro fueran construidos; renuncia esta permitida
thereon or which in the future may be constructed; this waiver being permitteda favor de la Administración de Hogares de Agricultores por la Ley Número trece
in favor of the Farmers Home Administration by Law Number Thirteen(13) al veintiocho (28) de mayo de mil novecientos sesenta y nueve (1969) (31)
(13) at the twenty-eights of May, nineteen hundred sixty-nine (1969) (31)DECIMO SEPTIMO: El acreedor y el deudor hipotecario convienen en que cual
REVENIENTE El Mortgagor and mortgagor agree that anyquier equipo, horno, calentador comprado o financiado total o parcialmente con
stove, oven, water heater, purchased or financed completely or partially with

saldos del préstamo, aquí garantizado, se considerará e interpretará como parte
funds of the loan herein guaranteed, will be considered and understood to form part

de la propiedad gravada por esta Hipoteca.
of the property encumbered by this Mortgage.

DECIMO OCTAVO: El deudor hipotecario se compromete y se obliga a mudarse
EIGHTEENTH: The mortgagor agrees and obligates himself to move

y a ocupar la propiedad objeto de esta escritura dentro de los próximos sesenta
and occupy the property within

días a partir de la fecha de la inspección final; y en caso de circunstancias impre-
days from the date of final inspection, and in the event of unforeseen circumstances

vistas fuera del control del deudor hipotecario que le impidiera mudarse, éste lo
beyond his control which would impede him to do so, he will

notificará por escrito al Supervisor Local.
notify it in writing to the County Supervisor.

DECIMO NOVENO: Toda mejora, construcción o edificación que se construya
NINETEENTH: All improvement, construction or building constructed

en dicha finca durante la vigencia antes mencionada deberá ser construida previa-
on said farm(s) during the term hereinbefore referred to, must be made with the previous

autorización por escrito del acreedor hipotecario conforme a los reglamentos pre-
consent in writing of mortgagee in accordance with present regulations

entes y aquellos futuros que se promulguen de acuerdo a las leyes federales y
or future ones that may be promulgated pursuant to the federal and

locales no inconsistentes o incompatibles con las leyes actuales que gobiernan
local laws not inconsistent or incompatible with the present laws which govern

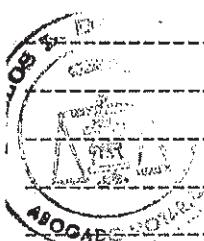
estos tipos de préstamos.
these types of loans.

VIGESIMO: Este instrumento garantiza asimismo el re-cate o recuperación de
TWENTIETH: This instrument also secures the recapture of

cualquier crédito por intereses o subsidio que pueda otorgarse a los prestatarios
any interest credit or subsidy which may be granted to the borrower(s) by the

por el Gobierno de acuerdo con las disposiciones del Título Cuarentidos del Código
Government pursuant to Forty-Two

de Estados Unidos Sección Mil Cuatrocientos Noventa-a (42 U.S.C. 1490a)
U.S.C. Fourteen Ninety-a (42 U.S.C. 1490a)



ACEPTACION
ACCEPTANCE

El (los) comparecientes ACEPTAN esta escritura en la forma redactada una vez
The appearing party (parties) ACCEPT(S) this deed in the manner drawn once

yo, el Notario autorizante, le (les) hice las advertencias legales pertinentes.
I, the authorizing Notary, have made to him (them) the pertinent legal warnings.

So they say and execute before me, the authorizing Notary, the appearing party (parties)

sin requerir la presencia de testigos después de renunciar su derecho a ello del que
without demanding the presence of witnesses after waiving his (their) right to do so of which

le(s) advertí.
I advised him (them).

Después de ser leída esta escritura por el (los) compareciente(s), se ratifica(n).
After this deed was read by the appearing party (parties) he (they) ratify its

en su contenido, pone(n) sus iniciales en cada uno de los folios de esta escritura
contents, place(s) his (their) initials on each of the folios of this deed

incluyendo el último y la firma(n) todos ante mí, el Notario autorizante, que DOY
including the last one, and all sign before me, the authorizing Notary who GIVES

FE de todo el contenido de esta escritura.
FAITH to everything contained in this deed.

--- FIRMADO: Nicolás Tiburcio Rivera
Irma Dávila Estrada

--- Firmado, signado, sellado y rubricado:
CARLOS L. DAVILA COCA

--- Cancelados en el original los correspondientes
sellos de Rentas Internas y del impuesto notarial.
Aparecen estampadas las iniciales del (los)
otorgante (s) y la rúbrica y sello del infrascrito
notario en todos los folios del original.

--- Es copia fiel y exacta del original obrante en
mi protocolo corriente de instrumentos públicos, -
el cual consta de diecisietefolios y al cual ----
me remito. En fe de ello y a petición de la parte
interesada, Estados Unidos de América, ----
expido la presente primera copia certificada en la
misma fecha de su otorgamiento dejando Nota de ---
Saca al margen de la Escritura Matriz. DOY FE. ---



llevada al:

Item: 301 Ido

Estado: 156⁰⁵

Linea: 12,863

Un. 14A.

Afecta a hipoteca a favor del
Banco Popular de P.R. por \$2,000.⁰⁰
y esta que se constituye por este doc.
Yajuro 28 agosto 1990

S. D.

~~Qixco~~ Registrado



09/30/2009

13:30 787740 10

RD AREA UPR

btopra

A) Parcela 3 Bo. Quebrada Fajardo
4,184.994/c

Fincas #12,863

Registro de la Propiedad
Soc. de Fajardo, #1

Exhibit 3

Asiento 225
Diario 108
Hora 10:52
Fecha 29/abril/97B) Parcela #1 Bo. Quebrada Fajardo
3930-366 4/c
Fincas #12,861A-188 > 125:3
D-264A-408
D-281

ESCRITURA NÚMERO TREINTA Y CUATRO (34)

— REAMORTIZACION DE PRESTAMO HIPOTECARIO —

— Y MODIFICACION DE HIPOTECA —

— En la Ciudad de Canovanas, Puerto Rico, al Vigésimo Segundo (22ndo) dia del mes de abril del año Mil Novecientos Noventa y Siete (1997).

— ANTE MI —

— REGALADO LOPEZ CORCINO, Abogado y Notario Público, en y para todo el Estado Libre Asociado de Puerto Rico; con residencia en Carolina y estudio abierto en Vieques, Puerto Rico.

— COMPARCEN —

— DE LA PRIMERA PARTE: Don NICOLAS TIBURCIO RIVERA, cuyo Número de Seguro Social es y Doña IRMA DAVILA ESTRADA, cuyo Número de Seguro Social es : ambos mayores de edad, casados entre si, propietarios y vecinos de Fajardo, Puerto Rico; en adelante denominados como LOS DEUDORES HIPOTECARIOS.

— DE LA SEGUNDA PARTE: ESTADOS UNIDOS DE NORTE AMERICA, actuando por conducto de la farm Service Agency, antes "Administración de Hogares de Agricultores", a tenor con las disposiciones de la Ley del Congreso titulado "consolidated Farm and Rural Development Act", con oficinas principales en Washington - distrito de Columbia, Estados Unidos de Norte América, representado en este acto por DON ALVIN GONZALEZ RIVERA, cuyo Número de Seguro Social es : , mayor de edad, casado con doña Nancy Janice Diaz Morales, empleado y vecino de Cayey, Puerto Rico en su carácter de Supervisor de la Agencia Federal antes mencionada y cuyas facultades constan debidamente acreditadas en el correspondiente Registro de la Propiedad; Seguro Social Patronal : ; en adelante denominado EL ACREDITADOR HIPOTECARIO.

— DOY FE —

— Del conocimiento personal de las partes comparecientes y por sus dichos, de su mayoridad, estado civil, profesión y vecindad.



—Me aseguran tener, y a juicio tienen la capacidad legal necesaria para efectuar el presente otorgamiento, y en tal virtud, libre y espontáneamente:

EXPONEN

—PRIMERO: Que LOS PRESTATARIOS son dueños en pleno dominio de los siguientes inmuebles:

—(A). —URBANA: Parcela de terreno radicada en el Barrio Quebrada Fajardo, del término municipal de Fajardo, Puerto Rico, marcado con el número TRES (3) y compuesto de Uno Punto Cero Sesenta y cinco (1.065) Cuerdas, equivalentes a CUATRO MIL CIENTO OCHENTA Y CUATRO PUNTO CERO NOVENTA Y NUEVE (4,184.099) METROS CUADRADOS. En lindes por el Norte, con la parcela 'A'; por el Sur, con la Urbanización Altamira; por el Este, con la parcela 'B' y propiedad de Nicolás Tiburcio; y por el Oeste, con la parcela número DOS (2).

—INSCRITA al Folio 155 Vuelto, del Tomo 301 de Fajardo, Finca Número 12,863, Registro de la Propiedad, Sección de Fajardo.

—Manifestan los comparecientes que adquirieron dicha propiedad por compra que hicieron a Nicolás Tiburcio Martínez y Lydia María Rivera, según consta de la Escritura Número Treinta y Siete (37), otorgada en Fajardo, Puerto Rico, el día diecinueve (19) de febrero de Mil Novecientos Ochenta y Ocho (1988), ante el Notario Néstor Robles Abraham y que la misma se encuentra afecta a Hipoteca en Garantía de Pagare a favor de Estados Unidos de América, o a su orden, por la suma de TREINTA Y DOS MIL SETECIENTOS CINCUENTA DOLARES (\$32,750.00), más intereses a razón del CUATRO Y MEDIO PORCIENTO (4.5%) anual, con vencimiento a los Treinta (30) años, según consta de la Escritura Número Ciento Sesenta y Cuatro (164), otorgada en Luquillo, Puerto Rico, el día Dieciocho (18) de mayo de Mil Novecientos Noventa (1990), ante el Notario Público Carlos L. Dávila Coca.

—(B). —URBANA: Parcela de terreno en el Barrio Quebrada Fajardo, del término municipal de Fajardo, Puerto Rico, marcado con el número UNO (1) y con una cabida superficial de Uno Punto Cero Cero (1.00) Cuerdas, equivalentes a TRES MIL NOVECIENTOS TREINTA PUNTO TRESCIENTOS SESENTA Y SEIS (3,930.366) METROS CUADRADOS. En lindes por el Norte, con la parcela número Cuatro (4) y la parcela 'A'; por el Sur, con la Urbanización Altamira; por el Este, con la parcela número Dos (2); y por el Oeste, con Carlos Robles.



F-37 J.A.J.7
T-477

—INSCRITA al Folio 145 Vuelto, del Tomo 301 de Fajardo, Finca Número 12,861, Registro de la Propiedad, Sección de Fajardo.

—Manifiesan los comparecientes que adquirieron la antes descrita propiedad por compra que hicieran a Nicolás Tiburcio Martínez y Lydia María Rivera, según consta de la Escritura Número Ciento Cincuenta y Dos (152), otorgada en Fajardo, Puerto Rico, el día Diecinueve (19) de octubre de Mil Novecientos Ochenta y Dos (1982), ante el Notario Público Néstor Robles Abraham y que la misma se encuentra afecta a Hipoteca en Garantía de Pagaré a favor de LA CORPORACION DE CREDITO Y DESARROLLO COMERCIAL Y AGRICOLA DE PUERTO RICO, o a su orden, por la suma de DIECISIETE MIL OCHOCIENTOS VEINTE DOLARES (\$17,820.00), más intereses a razón del SIETE PORCIENTO (7%) anual, vencimiento a la presentación, según consta de la Escritura Número Cuatro (4), otorgada en San Juan, Puerto Rico, el día Seis (6) de febrero de Mil Novecientos Noventa y Uno (1991), ante el Notario Público Raúl J. Tous Bobonis.

—SEGUNDO: Que ambas propiedades se encuentran afecta a Hipoteca en Garantía de Pagaré a favor de Estados Unidos de América, o a su orden, por la suma de NOVENTA MIL DOLARES (\$90,000.00), más intereses a razón del CINCO PORCIENTO (5%) anual, con vencimiento a los siete (7) años, según consta de la Escritura Número Ciento Sesenta y Tres (163), otorgada en Luquillo, Puerto Rico, el día Diecinueve (19) de junio de Mil Novecientos Noventa y Uno (1991), ante el Notario Público Carlos L. Dávila Coca y posteriormente esta obligación fue reamortizada mediante la Escritura Número Doscientos Treinta y Tres (233), con fecha del Ocho (8) de septiembre de Mil Novecientos Noventa y Tres (1993), ante el Notario Público Carlos L. Dávila Coca. Esta deuda así reamortizada arroja un balance de principal e intereses a la fecha de este nuevo otorgamiento del presente Instrumento por la cantidad de CIENTO SEIS MIL SETECIENTOS CINCUENTA Y OCHO DOLARES CON SESENTA Y OCHO CENTAVOS (\$106,758.68).

—REAMORTIZACION Y MODIFICACION

—TERCERO: Siguen manifestando LOS DEUDORES



HIPOTECARIOS que han convenido con el acreedor hipotecario en reamortizar ambas deudas antes descritas de acuerdo a la Ley del Congreso conocida como FARMERS HOME ADMINISTRATION ACT DE 1961 y llevan a efectos dichas reamortizaciones de conformidad con las siguientes:

— CLAUSULAS Y CONDICIONES —

—UNA: Ha partir de la fecha de este otorgamiento la deuda cuyo balance es de CIENTO SEIS MIL SETECIENTOS CINCUENTA Y OCHO PUNTO SESENTA Y OCHO DOLARES (\$106,758.68), constituirá un nuevo principal y el mismo acumulará intereses a razón del CINCO PORCIENTO (5%) anual y será dicho principal e intereses repagados en un período de QUINCE (15) años, de la siguiente manera:

—a. Tres pagos parciales por la cantidad de TRESMIL TRESCIENTOS SETENTA Y CUATRO DOLARES (\$3,374.00) cada uno, venciendo el primer plazo por dicha cantidad el día Primero (1ero) de enero de Mil Novecientos Noventa y Ocho (1998); el segundo plazo venciendo el día Primero (1ero) de enero de Mil Novecientos Noventa y Nueve (1999); el tercer plazo venciendo el día Primero (1ero) de enero del año Dosmil (2000). Luego se harán trece (13) pagos anuales por la cantidad de DOCE MIL TRESCIENTOS SESENTA Y SIETE DOLARES (\$12,367.00) cada uno, venciendo el primer plazo por esta cantidad el día Primero (1ero) de enero del año Dosmil Uno (2001) y pagos anuales subsiguientes por la misma cantidad venciendo cada uno el día Primero (1ero) de enero de cada año respectivamente, siendo el último plazo vencido y pagadero el día Primero (1ero) de enero del año Dosmil Trece (2013).

—DOS: Ha partir de la fecha de este otorgamiento la deuda cuyo balance es de TREINTA MIL TRESCIENTOS NOVENTA Y SEIS DOLARES CON SEIS CENTAVOS (\$30,396.06), constituirá un nuevo principal y el mismo devengará intereses a razón de TRES Y TRES CUARTO PORCIENTO (3.75%) anual y será pagada durante un período de quince (15) años de la siguiente forma:



---a. Se diferencian los primeros tres (3) plazos anuales y luego se comenzará hacer pagos por la cantidad de TRESMIL CUATROCIENTOS SETENTA Y OCHO DOLARES (\$3,478.00) cada uno, venciéndose el primero plazo por dicha cantidad el dia Primero (1ero) de enero del año Dosmil (2000) y plazos subsiguientes por igual cantidad, venciéndose cada uno el dia Primero (1ero) de enero de cada año subsiguiente, siendo el último plazo vencido y pagadero el dia Primero (1ero) de enero del año Dosmil Trece (2013).-----

—CUARTO: Manifiestan los comparecientes NICOLAS TIBURCIO RIVERA e IRMA DAVILA ESTRADA, que son de su propio y personal conocimiento todas y cada una de las obligaciones, cláusulas y estipulaciones contenidas o mencionadas en la escritura de hipoteca, y en este acto, en forma clara, solemne y terminante, se obligan a cumplir todas y cada una de dichas obligaciones, cláusulas y estipulaciones requeridas por la Administración de Hogares de Agricultores (FmHA).-----

—QUINTO: Manifiestan de igual manera los comparecientes NICOLAS TIBURCIO RIVERA e IRMA DAVILA ESTRADA, que han convenido con el ACREDITADOR HIPOTECARIO que ambas deudas aquí reamortizadas solo modifican algunos de los términos de las deudas originales, pero ello no constituye en ningún caso y bajo ninguna circunstancia una modificación extintiva de las mismas, por lo que los rangos de prioridad de dichas hipotecas conforme surgen los mismos en el REGISTRO DE LA PROPIEDAD no deben ni pueden ser alterados.-----

-----ACEPTACION-----

---Las partes comparecientes aceptan la presente escritura en todas sus partes, por expresar la misma lo por ellos convenido y actuado.-----

-----ADVERTENCIAS-----

---Yo, EL NOTARIO, hice a las partes comparecientes las advertencias y reservas legales de rigor.-----

-----OTORGAMIENTO Y LECTURA-----

---Así lo otorgan ante mí las partes comparecientes, luego de haber -----



renunciado al derecho que les advertí tenían para requerir la presencia de testigos instrumentales. Leída esta escritura en todas sus partes por las partes comparecientes y por el NOTARIO FEDENTE en voz alta, y hallándola conforme la ratifican y firman ante mí, en el mismo día natural de su otorgamiento, estampando además sus iniciales en el margen izquierdo de cada uno de sus folios.

---Yo, EL NOTARIO AUTORIZANTE, DOY FE de todo lo consignado anteriormente.

*Regalado Lopez Corcino
Inc. J. A. Lopez
Annie 226
Regalado Lopez Corcino*

---FIRMADO, SELLADO y RUBRICADO por REGALADO LOPEZ CORCINO, Abogado y Notario Público.

---CANCELADO en el original, los correspondientes Sellos de Rentas Internas, y el Sello de Impuesto Notarial. Aparecen al final la firma y las iniciales de los otorgantes en cada uno de los SEIS (6) FOLIOS del original de esta escritura está sellada y rubricada en todas sus hojas.

REAMORTIZACION DE PRESTAMO HIPOTECARIO
Y MODIFICACION DE HIPOTECA

---CERTIFICO: Que la presente es copia fiel y exacta del original que bajo el número correspondiente obra protocolo general corriente de esta Notaría a mi cargo, al cual me remito y para entregar a:

ESTADOS UNIDOS DE NORTE AMERICA,
"Consolidated Farm and Rural Development Act"

Farmers Home Administration,
representado por Don ALVIN GONZALEZ RIVERA
parte interesada, expido primera copia certificada
hoy Vigésimo Segundo (22ndo) día del mes de abril
de Mil Novecientos Noventa y Siete (1997), dejando
Nota de Saca al margen de la Escritura Matriz, DOY
FE.

Notificado hoy por los fundamentos in-
cluidos en la notificación legajada bajo

el número.....

700, P. R. al Caja del de 2008

Regalado Lopez Corcino

NOTARIO PUBLICO

*Ley 94***ESCRITURA NUMERO CINCUENTA Y DOS (52) —****ACTA NOTARIAL**

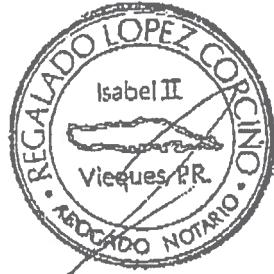
—En la Ciudad de Isabel II, Municipio de Vieques, Puerto Rico, al octavo (8vo) día del mes de abril de dosmil (2000).—

COMPARECE

—DE UNA SOLA PARTE: **Don REGALADO LOPEZ CORCINO**, cuyo Número de Seguro Social es , mayor de edad, casado, Abogado - Notario y vecino de Carolina, Puerto Rico.—

EXPONE

—PRIMERO: Que con fecha del pasado veintidos (22) de abril de mil novecientos noventa y siete (1997) el Notario Infrascrito autorizó la escritura número **TREINTA Y CUATRO (34)** sobre **REAMORTIZACION DE PRESTAMO HIPOTECARIO Y MODIFICACION DE HIPOETA** donde compareció **Don NICOLAS TIBURCIO RIVERA y Doña IRMA DAVILA ESTRADA**, como **LOS DEUDORES HIPOTECARIOS; y ESTADOS UNIDOS DE AMERICA**, actuando por conducto de la **FARM SERVICE AGENCY**, antes



“ADMINISTRACION DE HOGARES DE
AGRICULTORES”, a tenor con las disposiciones de la
Ley del Congreso titulado “Consolidated Farm and Rural
Development Act”, con oficinas principales en
Washington - Distrito de Columbia, Estados Unidos de
América, representado en este acto por Don ALVIN
GONZALEZ RIVERA, en su carácter de Supervisor de
la Agencia Federal antes mencionada y cuyas facultades
constan debidamente acreditadas en el correspondiente
Registro de la Propiedad; seguro social patronal 80-61-
06-4906; **EL ACREDITOR HIPOTECARIO.**-----

—**SEGUNDO:** Que en la referida escritura número
TREINTA Y CUATRO (34) no se hizo constar por el
Notario Infrascrito que a los dos (2) PAGARES a favor
de **EL DEUDOR HIPOTECARIO; (ESTADOS UNIDOS**
DE AMERICA) se les anejó la nota acreditativa sobre las
modificaciones efectuadas a los mismos.-----

—**TERCERO:** El Notario Infrascrito por medio de este
Instrumento DA FE de que a los dos (2) PAGARES antes
referidos en el párrafo SEGUNDO se le anejó una Nota
Acreditativa con las modificaciones realizadas a los
mismos en términos de balance, tipo de interés y tiempo



de repago, tal como se especifica en la referida escritura, número TREINTA Y CUATRO (34).

---DE TODO LO ANTERIOR expuesto en este
Instrumento YO, el Notario, signo, sello, rubrico,
certifico y DOY FE.-----

—FIRMADO, SELLADO Y RUBRICADO por REGALADO LOPEZ CORTINA,
Abogado y Notario Público.

—CANCELADO en el original, los correspondientes Sellos de Rentas Internas y el Sello de Impuesto Notarial. Aparecen al final la firma y las iniciales de los otorgantes en cada uno de los TRES (3) folios del original de esta Escritura, está sellada y rubricada en todas sus hojas. —

ACTA NOTARIALE

—CERTIFICO: Que la presente es primera copia fiel y exacta del original que bajo el número correspondiente obra protocol general corriente de esta Notaría a mi cargo, al cual me remito y cosa entrobar a:

Don NICOLA TIBURCIO RIVERA y
Doña IRMA DAVILA ESTRADA

parte Interesada, expido primera copia certificada hoy octavo (8vo) dia del mes de
abril de dos mil (2000), dejando Nota de Saca al margen Izquierdo de la Escritura
Matriz, DOY FE.




Angelito de la Torre
NOTARIO PUBLICO


Notario Público

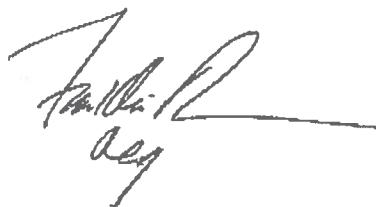
Fox. 12,861

Inscripción al folio 37 Tomo

477 de Fajardo, insc. 10ma.

Afectan a las cargas que
surgen del Registro. En Fajardo
7 de abril de 2009.

Dtos. Executo


Franklin R.
Agy

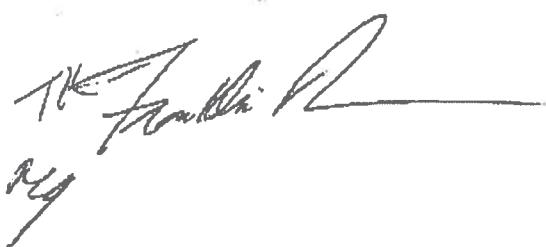
Fox. 12,863

Inscripción al Sistema Agro

folio 34 Tomo 477 de Fajardo.

Afecta a las cargas que surgen
del Registro. En Fajardo 7 de
abril de 2009.

Dtos. Executo


Franklin R.
Agy

N.D. —

CERTIFIED TRANSLATION

DEED NUMBER THIRTY FOUR (34)

RE-AMORTIZATION OF MORTGAGE LOAN AND MODIFICATION OF MORTGAGE

In the City of CANOVANAS, Puerto Rico, today, April 22, 1997.

BEFORE ME

REGALADO LOPEZ CORCINO, attorney and Notary Public, in all and for all the Commonwealth of Puerto Rico with residence and offices in the city of Carolina and open study in Vieques, Puerto Rico.

APPEAR

AS PARTY OF THE FIRST SIDE: DON NICOLAS TIBURCIO RIVERA, Social Security Number and **DOÑA IRMA DAVILA ESTRADA**, Social Security Number ; of legal age, married to each other, property owners and domiciled in Fajardo, Puerto Rico; herein denominated **AS MORTGAGE DEBTORS**

AS PARTY OF THE SECOND SIDE: UNITED STATES OF AMERICA, acting through the farm Service Agency before known as Farmers Home Administration, in accordance with the provisions of the Act of Congress named "Consolidated Farm and Rural Development Act", with main offices in Washington, District of Columbia, United States of America, represented herein by **DON ALVIN GONZALEZ RIVERA**, Social Security Number ; of legal age, married, to Dana Nancy Janice Diaz Morales, employee, and domiciled in Cayey, Puerto Rico, in his capacity as Supervisor of the Federal Agency aforementioned and whose character is duly credited before the Real Estate Registry; Employer Social Security Number ; herein denominated **AS MORTGAGE CREDITOR**

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I ATTEST

To the personal knowledge of the appearing parties, from what they say, I attest to their age, legal status, occupation and domicile. They assure me they have the legal capacity necessary for this granting and in consequence thereof, they freely and voluntarily:

State:

FIRST: That the mortgage debtors are presently the fee simple owners of the following properties:

"URBAN:

A. Lot of land located in Barrio Quebrada, Fajardo, of the Municipality of Fajardo, Puerto Rico, marked number (3) and comprised by One Point Zero Sixty Five (1.065) Cuerdas, equivalent to FOUR THOUSAND ONE HUNDRED EIGHTY FOUR POINT ZERO NINETY NINE (4,184.099) **SQUARE METERS**; bound by the North with lot A; by the South with Altamira Development; in the East with Lot B and property of Nicolas Tiburcio; and West with Lot Number TWO (2).

Registered on Page 155 on the back, Volume 301 of Fajardo, Lot Number 12,863, Property Registry, Section in Fajardo.

Manifesting the appearing party which acquired said property through sale made to Nicolas Tiburcio Martinez and Lydia Maria Rivera, according to Deed Number thirty seven (37), granted in Fajardo, Puerto Rico, on February 19, 1988, before Notary Public Nestor Robles Abraham and the same found are affected by a mortgage guaranteed by a promissory note on behalf of the UNITED STATES OF AMERICA, in the amounts of: THIRTY SEVEN THOUSAND SEVEN HUNDRED AND FIFTY DOLLARS (\$37,750.00), plus FOUR AND HALF PERCENT (4.5%) annual interests,

due at the end of Thirty (30) years, as stated in Deed Number One Hundred Sixty Four (164), granted in Luquillo, Puerto Rico, on May 18, 1990, before Notary Public Carlos L. Davila Coca.

B. URBAN: Lot of land located in Barrio Quebrada, Fajardo, of the Municipality of Fajardo, Puerto Rico, marked number **ONE (1)** with a surface of **ONE POINT ZERO ZERO (1.00) CUERDAS** equivalent to **THRER THOUSAND NINE HUNDRED THIRTY POINT THREE HUNDRED SIXTY SIX (3,930.366) SQUARE METERS**. Bound by the North with lot number Four (4) and lot A; by the South with Altamira Development; by the East with Lot number Two (2); by the West with Don Carlos Robles.

Appearing party state they acquired said property through sale made to Nicolas Tiburcio Martinez and Lydia Maria Rivera, according to Deed Number one hundred and fifty two (152), granted in Fajardo, Puerto Rico, on December 19, 1982, before Notary Public Nestor Robles Abraham and the same found are affected by a mortgage guaranteed by a promissory note on behalf of the **CREDIT CORPORATION AND COMMERCIAL DEVELOPMENT AND AGRICULTURE OF PUERTO RICO**, in the amounts of: **SEVENTEEN THOUSAND EIGHT HUNDRED AND TWENTY DOLLARS (\$17,820.00)**, plus **SEVEN PERCENT (7%)** annual interests, due at the presentation, according to Deed number Four (4), granted in San Juan, Puerto Rico, on February 6, 1991, before Notary Public Raul J. Tous Bobonis.

SECOND: that both properties found affects the mortgage guaranteed by a promissory note on behalf of the **UNITED STATES OF AMERICA**, in the amounts of **NINETY THOUSAND DOLLARS (\$90,000.00)** plus **FIVE PERCENT (5%)** annual

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interests, due at the end of seven (7) years, as written in Deed Number One Hundred and Sixty Three (163), granted in Luquillo, Puerto Rico, on June 19, 1991, before Notary Public Carlos L. Davila Coca and after this obligation was re-amortize through Deed Number Two Hundred Thirty Three (233), dated September 8, 1993, before Notary Public Carlos L. Davila Coca. This re-amortize debt shows a principle and interest balance on the date of granting the new instrument in the amount of ONE HUNDRED AND SIX THOUSAND SEVEN HUNDRED FIFTY EIGHT AND SIXTY EIGHT CENTS (\$106,758.68).

RE-AMORTIZATION AND MODIFICATION

MORTGAGEES keep stating that they have agreed with mortgage creditors to re-amortize both debts aforementioned in accordance with the Act of Congress known as FARMERS HOME ADMINISTRATION ACT of 1961 and they perform said re-amortizations in accordance with the following:

CLAUSES AND CONDITIONS

ONE: From the date the deed is granted, balance of ONE HUNDRED SIX THOUSAND SEVEN HUNDRED FIFTY EIGHT AND SIXTY EIGHT CENTS (\$106,758.68), shall constitute a new principle and the same shall accumulate interest at the rate of FIVE PERCENT (5%) annual and shall be from said principle and interests repaid in a period of FIFTEEN (15) years, in the following manner:

- a. Three partial payments in the amount of THREE THOUSAND THREE HUNDRED AND SEVENTY FOUR DOLLARS (\$3,374.00) each one, first installment due for said amount on January 1, 1998; second payment due on January 1, 1999; third

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payment sue on January 1, 2000. After thirteen payments in the amount of TWELVE THOUSAND THREE HUNDRED AND SIXTY SEVEN DOLLARS (\$12,367.00) each one, first payment due for this amount on January 1, 2001 and subsequently annual payments in the same amount each one due the January first of each year respectively, being the last payment due and payable on January 1, 2013.

TWO: from the day it is granted the balance debt is THIRTY THOUSAND THREE HUNDRED AND NINETY SIX DOLLARS WITH SIX CENTS (\$30,396.06), constitute a new principle and the same shall earn interest at the rate of THREE AND THREE QUARTERS PERCENT (3.75%), annual and shall be paid within a period of fifteen (15) years in the following manner:

a. The first three annual payments are deferred and afterwards it shall make payments in the amount of THREE THOUSAND FOUR HUNDRED AND SEVENTY EIGHT DOLLARS (\$3,478.00) each one, first payment due for said amount on January first 2000 and subsequent payments for equal amounts, each due the first of January hereon, last payment due and payable January 1, 2013.

FOURTH: The appearing, NICOLAS TIBURCIO RIVERA and IRMA DAVILA ESTRADA, manifest that all and every one of the clauses, conditions, and stipulations contained or mentioned in the deed of mortgage are of their own and personal knowledge; and in this act in clear, solemn and final manner they bind themselves to comply with all and every one of the clauses, conditions and stipulations required by the Farmers Home Administration (FmHa).

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FIFTH: The appearing party NICOLAS TIBURCIO RIVERA and IRMA DAVILA ESTRADA manifested in the same manner, they have convened with the **MORTGAGE CREDITOR** that both debts herein re-amortize only modify some of the terms in the original debts, but it does not constitute in any case and under any circumstance an extinctive modification of the same, therefore the priority ranks of said mortgages in accordance the same in the PROPERTY REGISTRY may not be and cannot be altered.

ACCEPTANCE

The appearing parties accept this Deed in all of its parts since it reflects all their wishes and I, the Notary Public, made the proper legal admonishments to the appearing parties.

GRANTING AND READING

So they say and grant before me after waiving the right to require instrumental witnesses to this act. Having read the deed out loud to the appearing parties and read by them, they find it according to their wishes and ratify its content, by affixing the initials of their names at the margin of all the pages and they sign their names at the end of the main deed, all in one act, before me, the Notary Public, I ATTEST.

I, the **UNDERSIGNING NOTARY PUBLIC ATTEST** as to everything stated before.

FOUR SIGNATURE (ILLEGIBLES)

SIGNED, SEALED, FLOURISHED AND RUBRICATED: **REGALADO LOPEZ**
CORCINO, Attorney and Notary Public.

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Canceled in the original, the corresponding Internal Revenue stamps and applicable Notary Tax Stamp. The initials of the appearing and of this Notary appear on each of the six (6) pages of the original is sealed and rubricated in all pages.

RE-AMORTIZATION OF MORTGAGE AND MODIFICATION OF PROMISSORY NOTE

I HEREBY CERTIFY: the present is faithful and exact copy of its original under the corresponding number filed in the public instruments record of this notary, to which I remit and to hand to:

UNITED STATES OF AMERICA

"Consolidated Farm And Rural Development Act"

Farmers Home Administration,

Represented by DON ALVIN GONZALEZ RIVERA, interested party, issue first certified copy today April 22, 1997, leaving note on the margin of the main deed, I ATTEST.

SGD./NOTARY PUBLIC

RUBBER STAMP:

Notified today on the grounds
included in the notification legalized
under number _____
(sgd.), P.R. Feb. 16, 2008



CERTIFIED TRANSLATION

DEED NUMBER FIFTY TWO (52)
NOTARY ACT

In the city of Isabel II, Municipality of Vieques, Puerto Rico, on April 8, 2000.

APPEARING

AS PARTY OF THE FIRST SIDE: DON REGALADO LOPEZ CORCINO, Social Security number 580-86-0890, of legal age, married, attorney- notary, and resident of Carolina, Puerto Rico.

STATES

FIRST: Dated April 22, 1997, the Undersigned Notary authorized deed number THIRTY FOUR (34) on **RE-AMORTIZATION OF MORTGAGE AND MODIFICATION**

OF PROMISSORY NOTE: appearing Don NICOLAS TIBURCIO RIVERA AND DONA IRMA DAVILA ESTRADA, as mortgage debtors; and **UNITED STATES OF AMERICA**, acting through conduct of FARM SERVICE AGENCY, before known as Farmers Home Administration, pursuant to the provisions of the Congress Act titled "Consolidated Farm and Rural Development Act", with main offices in Washington-District of Columbia, United States of America, represented in this act by Don ALVIN GONZALEZ RIVERA, in his character as Supervisor of the Federal Agency before mentioned and whose character are duly credited in the corresponding Real Estate Property Registry; employer social security number 80-61-06-4906; herein denominated

AS MORTGAGE CREDITOR

SECOND: The referred deed number **THIRTY FOUR (34)** was not stated by the Undersigned Notary Public that two payments on behalf of the Mortgage Debtor;

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(UNITED STATES OF AMERICA) a accrediting note on the mortgages subscribed by the same was enclosed.

THIRD: The Undersigned Notary Public through this instrument ATTESTS, that two (2) payments aforementioned referred in the Second Paragraph a credited note with modifications performed to the same in terms of balance, type of interests and time to repay, as specified in the referred deed number THIRTY FOUR (34).

FROM ALL OF THE ABOVE stated in this document I, Notary, sign, seal, rubricate, certify and ATTEST.

SIGNED, SEALED, FLOURISHED AND RUBRICATED: **REGALADO LOPEZ CORCINO**, Attorney and Notary Public.

Canceled in the original, the corresponding Internal Revenue stamps and applicable Notary Tax Stamp. The initials of the appearing and of this Notary appear on each of the six (6) pages of the original is sealed and rubricated in all pages.

NOTARY MINUTES

I HEREBY CERTIFY: the present is faithful and exact copy of its original under the corresponding number filed in the public instruments record of this notary, to which I remit and to hand to:

Don NICOLAS TIBURCIO RIVERA AND DONA IRMA DAVILA ESTRADA

Interested party, I issue first certified copy today April 8, 2000, leaving my stamp in the left margin of the main deed, I ATTEST.

(Signed illegible)
NOTARY PUBLIC

(Cancelled Notary Tax Stamp)

- 3 -

(Seal)
Regalado Lopez Corcino
Attorney Notary Public
Vieques, Puerto Rico

(HANDWRITTEN)

On the back of the document Lot: 12,861, registered on page 37, volume 477 of Fajardo, Encumbered by liens from Fajardo Registry in Fajardo, April 7, 2009.

(Illegible)
(Signed illegible)

On the back of the document Lot: 12,863, registered on agriculture system page 34, volume 477 of Fajardo, Encumbered by liens from Fajardo Registry in Fajardo, April 7, 2009.

(Illegible)
(Signed illegible)



USDA-FmHA /
Form FmHA 1940-17
(Rev. 10-89)

PROMISSORY NOTE

Name	
TIBURCIO RIVERA, NICOLAS	
State 63	County 38
Case No. 63-38-	Date 6-19-91
Fund Code 44	Loan No. 02

KIND OF LOAN	
Type: <u>OL</u>	<input type="checkbox"/> Regular <input checked="" type="checkbox"/> Limited <input type="checkbox"/> Resource
Pursuant to:	
<input type="checkbox"/> Consolidated Farm & Rural Development Act <input type="checkbox"/> Emergency Agricultural Credit Adjustment Act of 1978	
ACTION REQUIRING NOTE	
<input type="checkbox"/> Initial loan <input checked="" type="checkbox"/> Subsequent loan <input type="checkbox"/> Consolidated & subsequent loan <input type="checkbox"/> Consolidation <input type="checkbox"/> Conservation easement	
<input type="checkbox"/> Rescheduling <input type="checkbox"/> Reamortization <input type="checkbox"/> Credit sale <input type="checkbox"/> Deferred payments <input type="checkbox"/> Debt write down	

FOR VALUE RECEIVED, the undersigned Borrower and any cosigners jointly and severally promise to pay to the order of the United States of America, acting through the Farmers Home Administration, United States Department of Agriculture,

(herein called the "Government"), or its assigns, at its office in Fajardo, Puerto Rico

_____ , or at such other place as the Government may later designate in writing, the principal sum of
NINETY THOUSAND _____ dollars.

(\$ 90,000.00), plus interest on the unpaid principal balance at the RATE of

Five----- percent (5.000) per annum and

of Noncapitalized interest. If this note is for a Limited Resource loan (indicated in the "Kind of Loan" box above) the Government may **CHANGE THE RATE OF INTEREST**, in accordance with regulations of the Farmers Home Administration, not more often than quarterly, by giving the Borrower thirty (30) days prior written notice by mail to the Borrower's last known address. The new interest rate shall not exceed the highest rate established in regulations of the Farmers Home Administration for the type of loan indicated above.

Principal and interest shall be paid in 7 installments as indicated below, except as modified by a different rate of interest, on or before the following dates:

\$ 8,000.00 on 1-1-92 ; \$ on
\$ on ; \$ on

and \$ 16,632.00 thereafter on 1st. of each year until the principal and interest are fully paid except that the final installment of the entire indebtedness evidenced hereby, if not sooner paid, shall be due and payable 7 years from the date of this note, and except that prepayments may be made as provided below. The consideration for this note shall also support any agreement modifying the foregoing schedule of payments.

If the total amount of the loan is not advanced at the time of loan closing, the loan funds shall be advanced to the Borrower as requested by Borrower and approved by the Government. Approval by the Government will be given provided the advance is requested for a purpose authorized by the Government. Interest shall accrue on the amount of each advance from its actual date as shown in the Record of Advances at the end of this note. Borrower authorizes the Government to enter the amount(s) and date(s) of such advance(s) in the Records of Advances.

For each rescheduled, reamortized or consolidated note, interest accrued to the date of this instrument which is more than 90 days overdue shall be added to principal and such new principal shall accrue interest at the rate evidenced by this instrument.

Every payment made on any indebtedness evidenced by this note shall be applied first to a portion of any interest which accrues during the deferral period, second to accrued interest to the date of the payment on the note account and then to the principal.

Prepayments of scheduled installments, or any portion of these installments, may be made at any time at the option of the Borrower. Refunds and extra payments, as defined in the regulations (7 CFR §1951.8) of the Farmers Home Administration according to the source of funds involved, shall, after payment of interest, to be applied to the last installments to become due under this note and shall not affect the obligation of Borrower to pay the remaining installments as scheduled in this note.

If the Government at any time assigns this note and insures the payment of it, Borrower shall continue to make payments to the Government as collection agent for the holder. While this note is held by an insured holder, prepayments made by Borrower may, at the option of the Government, be remitted by the Government to the holder promptly or, except for final payment, be retained by the Government and remitted to the holder on an installment due date basis. The effective date of every payment made by Borrower, except payments retained and remitted by the Government on an installment due date basis, shall be the date of the United States Treasury check by which the Government remits the payment to the holder. The effective date of any prepayment retained and remitted by the Government to the holder on an installment due date basis shall be the date of the prepayment by Borrower, and the Government will pay the interest to which the holder is entitled accruing between such date and the date of the Treasury check to the holder.

Any amount advanced or expended by the Government for the collection of this note or to preserve or protect any security for the loan or otherwise expended under the terms of any security agreement or other instrument executed in connection with the loan evidenced by this note, at the option of the Government shall become a part of and bear interest at the same rate as the principal of the debt evidenced by this note and be immediately due and payable by Borrower to the Government without demand.

Property constructed, improved, purchased, or refinanced in whole or in part with the loan evidenced by this note shall not be leased, assigned, sold, transferred, or encumbered, voluntarily or otherwise, without the written consent of the Government. Unless the Government consents otherwise in writing, Borrower will operate such property as a farm if this is a Farm Ownership loan.

If "Consolidation and subsequent loan," "Debt write down," "Consolidation," "Rescheduling," or "Reamortization" is indicated in the "Action Requiring Note" block above, this note is given to consolidate, reschedule or reamortize, but not in satisfaction of the unpaid principal and interest on the following described note(s) or assumption agreement(s)(new terms):

FUND CODE/ LOAN NO.	FACE AMOUNT	INT. RATE	DATE	ORIGINAL BORROWER	LAST INSTALL. DUE
	\$	%	, 19		, 19
	\$	%	, 19		, 19
	\$	%	, 19		, 19
	\$	%	, 19		, 19
	\$	%	, 19		, 19
	\$	%	, 19		, 19
	\$	%	, 19		, 19

Security instruments taken in connection with the loans evidenced by these described notes and other related obligations are not affected by this consolidating, rescheduling or reamortizing. These security instruments shall continue to remain in effect and the security given for the loans evidenced by the described notes shall continue to remain as security for the loan evidenced by this note, and for any other related obligations.

REFINANCING (GRADUATION) AGREEMENT: If at any time it shall appear to the Government that the Borrower may be able to obtain financing from a responsible cooperative or private credit source at reasonable rates and terms for loans for similar purposes and periods of time, Borrower will, at the Government's request, apply for and accept a loan(s) in sufficient amount to pay this note in full and, if the lender is a cooperative, to pay for any necessary stock.

HIGHLY ERODIBLE LAND AND WETLAND CONSERVATION AGREEMENT: Borrower recognizes that the loan described in this note will be in default should any loan proceeds be used for a purpose that will contribute to excessive erosion of highly erodible land or to the conversion of wetlands to produce an agricultural commodity as further explained in 7 CFR Part 1940, Subpart G, Exhibit M. If (1) the term of the loan exceeds January 1, 1990, but not January 1, 1995, and (2) Borrower intends to produce an agricultural commodity on highly erodible land that is exempt from the restrictions of Exhibit M until either January 1, 1990, or two years after the Soil Conservation Service (SCS) has completed a soil survey for the Borrower's land, whichever is later, the Borrower further agrees that, prior to the loss of the exemption from the highly erodible land conservation restrictions found in 7 CFR Part 12, Borrower must demonstrate that Borrower is actively applying on that land which has been determined to be highly erodible, a conservation plan approved by the SCS or the appropriate conservation district in accordance with SCS's requirements. Furthermore, if the term of the loan exceeds January 1, 1995, Borrower further agrees that Borrower must demonstrate prior to January 1, 1995, that any production of an agricultural commodity on highly erodible land after that date will be done in compliance with a conservation system approved by SCS or the appropriate conservation district in accordance with SCS's

DEFAULT: Failure to pay when due any debt evidenced by this note or perform any covenant of agreement under this note shall constitute default under this and any other instrument evidencing a debt of Borrower owing to, insured or Guaranteed by the Government or securing or otherwise relating to such debt; and default under any such other instrument shall constitute default under this note. **UPON ANY SUCH DEFAULT**, the Government at its option may declare all or any part of any such indebtedness immediately due and payable.

This Note is given as evidence of a loan to Borrower made or insured by the Government pursuant to the Consolidated Farm and Rural Development Act, or the Emergency Agricultural Credit Adjustment Act of 1978 and for the type of loan as indicated in the "Kind of Loan" block above. This Note shall be subject to the present regulations of the Farmers Home Administration and to its future regulations not inconsistent with the express provisions of this note.

Presentment, protest, and notice are waived.

(SEAL)

Nicolas Tiburcio Rivera
 NICOLAS TIBURCIO RIVERA (Borrower)
Irma Davila Estrada
 IRMA DAVILA ESTRADA (Spouse)

Barrio Quebrada Fajardo

Fajardo, Puerto Rico 00648

RECORD OF ADVANCES

AMOUNT	DATE	AMOUNT	DATE	AMOUNT	DATE
\$		\$		\$	
\$		\$		\$	
\$		\$		\$	
\$		\$		\$	
				TOTAL	\$

Forma FA-427-1(S) PR
(Rev. 10-82)

-NUMERO CIENTO SESENTA Y TRES-----
NUMBER

**HIPOTECA VOLUNTARIA
VOLUNTARY MORTGAGE**

is a simple
calm, silent

En Luquillo, Puerto Rico, hoy día diecinueve (19)----
del mes de junio del año mil novecientos noventa y uno
(1991).-----

-ANTE MI-
BEFORE ME

CARLOS L. DAVILA COCA-

Abogado y Notario Público de la Isla de Puerto Rico con residencia en Fajardo,
Attorney and Notary Public for the Island of Puerto Rico, with residence in Fajardo,

Puerto Rico---- y oficina en Luquillo, Puerto Rico.----
and office in Puerto Rico.

-COMPARECEN-
APPEAR.

Las personas nombradas en el párrafo DUODECIMO de esta hipoteca denominan-
The persons named in paragraph TWELFTH of this mortgage—

dos de aquí en adelante el "deudor hipotecario" y cuyas circunstancias personales
hereinafter called the "mortgagor" and whose personal circumstances—

aparecen de dicho párrafo. --
appear from said paragraph. --

Doy fe del conocimiento personal de los comparecientes, así como por sus dichos
I, the Notary, attest to the personal knowledge of the appearing parties, as well as to their--

de su edad, estado civil, profesión y vecindad. ---
statements which I believe to be true of their age, civil status, profession and residence. ---

Aseguran hallarse en el pleno goce de sus derechos civiles, la libre administración. They assure me that they are in full enjoyment of their civil rights, and the free administration.

de sus bienes y teniendo a mi juicio la capacidad legal necesaria para este otorgamiento of their property, and they have, in my judgment, the necessary legal capacity to grant this---

mento.—**voluntary mortgage.**—

**—EXPOSÉ—
WITNESSETH:**

PRIMERO: El deudor hipotecario es dueño de la finca o fincas descritas en el
FIRST: That the mortgagor is the owner of the farm or farms described in

párrafo UNDECIMO así como de todos los derechos e intereses en las mismas, paragraph ELEVENTH of this mortgage, and of all rights and interest in the same — — —

denominada de aquí en adelante "los bienes". --- herinaster referred to as "the property". ---

SEGUNDO: Que los bienes aqui hipotecados están sujetos a los gravámenes que
SECOND: That the property mortgaged herein is subject to the liens

se especifican en el párrafo UNDECIMO.-----
specified in paragraph ELEVENTH herein.-----

TERCERO: Que el deudor hipotecario viene obligado para con Estados Unidos de
THIRD: That the mortgagor has become obligated to the United States-----

América, actuando por conducto de la Administración de Hogares de Agricultores de América, acting through the Farmers Home Administration,-----

res, denominado de aqui en adelante el "acreedor hipotecario", en relacion con
hereinafter called the "mortgagee" in connection with ---

un préstamo o préstamos evidenciado por uno o más pagarés o convenio de sub-
a loan or loans evidenced by one or more promissory note(s) or assumption agreement(s)

rogación, denominado en adelante el "pagaré" sean uno o más. Se requiere por
hereinafter called "the note" whether one or more. It is required by

el Gobierno que se hagan pagos adicionales mensuales de una doceava parte de
the Government that additional monthly payments of one-twelfth of the

las contribuciones, avaluos (impuestos), primas de seguros y otros cargos que se
taxes, assessments, insurance premiums and other charges

hayan estimado sobre la propiedad hipotecada.
estimated against the property.

CUARTO: Se sobreentiende que:
FOURTH: It is understood that:

(Uno) El pagaré evidencia un préstamo o préstamos al deudor hipotecario por la
(One) The note evidences a loan or loans to the mortgagor by the

suma de principal especificada en el mismo, concedido con el propósito y la inten-
principal amount specified therein made with the purpose and intention

ción de que el acreedor hipotecario puede ceder el pagaré en cualquier tiempo y
that the mortgagee, at any time, may assign the note and

asegurar su pago de conformidad con el Acta de mil novecientos sesenta y uno
insure the payment thereof pursuant to the Act of Nineteen Hundred and Sixty-One

consolidando la Administración de Hogares de Agricultores o el Título Quinto de
consolidating the Farmers Home Administration or Title Five of

la Ley de Hogares de mil novecientos cuarenta y nueve, según han sido enmenda-
the Housing Act of Nineteen Hundred and Forty-Nine, as amended

das.

(Dos) Cuando el pago del pagaré es garantizado por el acreedor hipotecario, puede
(Two) When payment of the note is guaranteed by the mortgagor

ser cedido de tiempo en tiempo y cada tenedor de dicho pagaré a su vez será el
it may be assigned from time to time and each holder of the insured note, in turn,

prestamista asegurado
will be the insured lender

(Tres) Cuando el pago del pagaré es asegurado por el acreedor hipotecario, el acre-
(Three) When payment of the note is insured by the mortgagor, the

dor hipotecario otorgará y entregará al prestamista asegurado conjuntamente con
mortgagee will execute and deliver to the insured lender along

el pagaré un endoso de seguro garantizando totalmente el pago de principal e in-
with the note an insurance endorsement insuring the payment of the note fully as to principal

tereses de dicho pagaré.
interests of the note.

(Cuatro) En todo tiempo que el pagaré esté asegurado por el acreedor
(Four) At all times when payment of the note is insured by the mortgagor,

hipotecario, el acreedor hipotecario, por acuerdo con el prestamista asegurado,
the mortgagee by agreement with the insured

determinarán en el endoso de seguro la porción del pago de intereses del pagaré
set forth in the insurance endorsement will be entitled to the specified portion of the interest pay-

que será designada como "cargo anual".
which will be designated as the "annual charge".

(Cinco) Una condición del aseguramiento de pago del pagaré será de que el tene-
(Five) A condition of the insurance of payment of the note will be that the holder

dor cederá todos sus derechos y remedios contra el deudor hipotecario y cuales-
will forego his rights and remedies against the mortgagor and any

Forma FMTM 421-1(S) PR
(Rev. 10-82)que otros en relación con dicho préstamo, así como también a los beneficios
others connection with said loan, as well as the benefitde esta hipoteca y aceptará en su lugar los beneficios del seguro, y a requerimiento
of this mortgage, and will accept the benefits of such insurance in lieu thereof, and upon the
del acreedor hipotecario endosará el pagaré al acreedor hipotecario en caso de
mortgagee's request will assign the note to the mortgagee should the mortgagorviolación de cualquier convenio o estipulación aquí contenida o en el pagaré o en
violate any covenant or agreement contained herein, in the note, or any
cualquier convenio suplementario por parte del deudor.
supplementary agreement.(Seis) Entre otras cosas, es el propósito e intención de esta hipoteca, que en todo
(Six) It is the purpose and intent of this mortgage that, among other things,tiempo cuando el pagaré esté en poder del acreedor hipotecario, o en el caso en
at all times when the note is held by the mortgagee, or in the event theque el acreedor hipotecario ceda esta hipoteca sin asegurar el pagaré, esta hipoteca
mortgagee should assign this mortgage without insurance of the note, this mortgagegarantizará el pago del pagaré pero cuando el pagaré esté en poder de un presta-
shall secure payment of the note; but when the note is held by an insuredmista asegurado, esta hipoteca no garantizará el pago del pagaré o formará parte
lender, this mortgage shall not secure payment of the note or attach tode la deuda evidenciada por el mismo, pero en cuanto al pagaré y a dicha deuda,
the debt evidenced thereby, but as to the note and such debtconstituirá una hipoteca de indemnización para garantizar al acreedor hipotecario
shall constitute an indemnity mortgage to secure the mortgageecontra cualquier pérdida bajo el endoso de seguro por causa de cualquier incum-
against loss under its insurance endorsement by reason of any defaultplimiento por parte del deudor hipotecario.
by the mortgagor.QUINTO: Que en consideración al préstamo y (a) en todo tiempo que el pagaré
FIFTH: That, in consideration of said loan and (a) at all times when the notesea conservado por el acreedor hipotecario, o en el caso de que el acreedor hipote-
is held by the mortgagee, or in the event the mortgageecario ceda la presente hipoteca sin el seguro de pago del pagaré y en garantía del
should assign this mortgage without insurance of the payment of the note, in guarantee of theimporte del pagaré según se especifica en el subpárrafo (Uno) del Párrafo NOVE-
amount of the note as specified in subparagraph (one) of paragraph NINTHNO con sus intereses al tipo estipulado y para asegurar el pronto pago de dicho
hereof, with interest at the rate stipulated, and to secure prompt payment of thepagaré, su renovación cualquier convenio contenido en el mismo, o extensión y
note and any renewals and extensions thereof and any agreements contained therein,(b) en todo tiempo que el pagaré sea poseído por el prestamista asegurado en garan-
(b) at all times when the note is held by an insured lender, in guaranteetía de las sumas especificadas en el subpárrafo (Dos) del párrafo NOVENO aquí
of the amounts specified in subparagraph 9Two of paragraph NINTH hereofconsignado para garantizar el cumplimiento del convenio del deudor hipotecario
for securing the performance of the mortgagor's agreementde indemnizar y conservar libre al acreedor hipotecario contra pérdidas bajo el en-
hercín to indemnify and save harmless the mortgagee against loss under itsdoso de seguro por razón de incumplimiento del deudor hipotecario y (c) en cual-
insurance endorsements by reason of any default by the mortgagor, and (c) in anyquier caso y en todo tiempo en garantía de las sumas adicionales consignadas en el
event and at all times whatsoever, in guarantee of the additional amounts specified in

subpárrafo (Tres) del párrafo NOVENO de este instrumento para asegurar el
 subparagraph (Three) of paragraph NINTH hereof, and to secure the

cumplimiento de todos y cada uno de los convenios y del deudor hipotecario aquí
 performance of every covenant and agreement of the mortgagor

contenidos o en cualquier otro convenio suplementario, el deudor hipotecario por
 contained herein or in any supplementary agreement, the mortgagor

la presente constituye hipoteca voluntaria a favor del acreedor hipotecario sobre
 hereby constitutes a voluntary mortgage in favor of the mortgagor

los bienes descritos en el párrafo UNDECIMO más adelante, así como sobre los
 the property described in paragraph ELEVENTH hereof, together with all rights,

derechos, intereses servidumbres, derechos hereditarios, adhesiones pertenecientes
 interests easements, hereditaments and appurtenances thereto belonging,

a los mismos, toda renta, créditos, beneficios de los mismos, y todo producto e
 the rents, issues and profits thereof and revenues and

ingreso de los mismos, toda mejora o propiedad personal en el presente o que en
 income therefrom, all improvements and personal property now or

el futuro se adhiera o que sean razonablemente necesarias para el uso de los mismos,
 later attached thereto or reasonably necessary to the use thereof,

sobre las aguas, los derechos de agua o acciones en los mismos, pertenecientes a
 all water, water rights and shares in the same pertaining to

las fincas o a todo pago que en cualquier tiempo se adeude al deudor hipotecario
 the farms and all payments at any time owing to the mortgagor

por virtud de la venta, arrendamiento, transferencia, enajenación o expropiación
 by virtue of any sale, lease, transfer, conveyance or total or

total o parcial de o por daños a cualquier parte de las mismas o a los intereses sobre
 partial condemnation of or injury to any part thereof or interest

ellas, siendo entendido que este gravámen quedará en toda su fuerza y vigor hasta
 therein, it being understood that this lien will continue in full force and effect until

que las cantidades especificadas en el párrafo NOVENO con sus intereses antes y
 all amounts as specified in paragraph NINTH hereof, with interest before and

después del vencimiento hasta que los mismos hayan sido pagados en su totalidad.
 after maturity until paid, have been paid in full.

En caso de ejecución, los bienes responderán del pago del principal, los intereses
 in case of foreclosure, the property will be answerable for the payment of the principal, interest

antes y después de vencimiento, hasta su total solvente, pérdida sufrida por el acreedor
 before and after maturity until paid, losses sustained by the

hipotecario como asegurador del pagaré, contribuciones, prima de seguro o cualquier
 mortgagee as insurer of the note, taxes, insurance premiums, and

otro desembolso o adelanto por el acreedor hipotecario por cuenta del deudor
 other disbursements and advances by the mortgagor for the mortgagor's account

hipotecario con sus intereses hasta que sean pagados al acreedor hipotecario, costas,
 with interest until repaid to the mortgagor, costs, expenses and

gastos y honorarios de abogado del acreedor hipotecario, toda extensión o renovación
 attorney's fees of the mortgagor all extensions and renewals of any of

de dichas obligaciones con intereses sobre todas y todo otro cargo o suma
 said obligations, with interest on all and all other charges and additional

adicional especificada en el párrafo NOVENO de este documento.
 amounts as specified in paragraph NINTH hereof.

SEXTO: El deudor hipotecario expresamente conviene lo siguiente:
 SIXTH: That the mortgagor specifically agrees as follows:

(Uno) Pagar al acreedor hipotecario prontamente a su vencimiento cualquier deuda
 (One) To pay promptly when due any indebtedness

Forma MMIA 117-1(5) PK
(Rev. 10-82)aqui garantizada e indemnizar y conservar lit de pérdida al acreedor hipotecario
to the mortgagee hereby secured and to indemnify the mortgagee against anybajo el seguro del pago del pagaré por incumplimiento del deudor hipotecario.
loss under its insurance of payment of the note by reason of any default by the mortgagor.En todo tiempo cuando el pagaré sea poseído por el prestamista asegurado, el
At all times when the note is held by an insured lender, thedeudor hipotecario continuará haciendo los pagos contra dicho pagaré al acreedor
mortgagor shall continue to make payments on the note to the mortgagee,hipotecario como agente cobrador del tenedor del mismo.
as collection agent for the holder.(Dos) A pagar al acreedor hipotecario una cuota inicial por inspección y tasación
(Two) To pay to the Mortgagee any initial fees for inspection and appraisaly cualquier cargo por delincuencia requerido en el presente o en el futuro por los
and any delinquency charges, now or hereafter required byreglamentos de la Administración de Hogares de Agricultores.
regulations of the Farmer's Home Administration.(Tres) En todo tiempo cuando el pagaré sea poseído por un prestamista asegu-
(Three) At all times when the note is held by an insured lender,rado, cualquier suma adeudada y no pagada bajo los términos del pagaré, menos
any amount due and unpaid under the terms of the note, lessla cantidad o carga anual, podrá ser pagada por el acreedor hipotecario al tenedor
the amount of the annual charge, may be paid by the mortgagee to the holderdel pagaré bajo los términos provistos en el pagaré y en el endoso de seguro referido
of the note to the extent provided in the insurance endorsementen el párrafo CUARTO anterior por cuenta del deudor hipotecario.
referred to in paragraph FOURTH hereof for the account of the mortgagor.Cualquier suma vencida y no pagada bajo los términos del pagaré, sea éste poseído
Any amount due and unpaid under the terms of the note, whether it is heldpor el acreedor hipotecario o por el prestamista asegurado, podrá ser acreditada
by the mortgagee or by an insured lender, may be creditedpor el acreedor hipotecario al pagaré y en su consecuencia constituirá un adelanto
by the mortgagee on the note and thereupon shall constitute an advancepor el acreedor hipotecario por cuenta del deudor hipotecario.
by the mortgagee for the account of the mortgagor.Cualquier adelanto por el acreedor hipotecario tal como se describe en este sub-
Any advance by the mortgagee as described in thispárrafo devengará intereses a razón del Cinco Punto Cero Cero
subparagraph shall bear interest at the rate of----- por ciento (5.00---‰)
----- per cent (‰)anual a partir de la fecha en que venció el pago hasta la fecha en que el deudor
per annum from the date on which the amount of the advance was due to the date of paymenthipotecario lo satisfaga.
to the mortgagee.(Cuatro) Fuere o no el pagaré asegurado por el acreedor hipotecario, cualquier
(Four) Whether or not the note is insured by the mortgagee, anyo todo adelanto hecho por el acreedor hipotecario para prima de seguro, repa-
and all amount advanced by the mortgagee for property insurance premiums, repairs,raciones, gravámenes u otra reclamación en protección de los bienes hipoteca-
tions and other claims, for the protection of the mortgaged property,dos o para contribuciones o impuestos u otro gasto similar por razón de haber
or for taxes or assessments or other similar charges by reason of the

el deudor hipotecario dejado de pagar por los mismos, devengará intereses a razón
mortagor's failure to pay the same, shall bear interest at the rate

del tipo estipulado en el subpárrafo anterior desde la fecha de dichos adelantos
stated in the next preceding subparagraph from the date of the advance

hasta que los mismos sean satisfechos por el deudor hipotecario.
until repaid to the mortgagor.

(Cinco) Todo adelanto hecho por el acreedor hipotecario descrito en esta hipoteca
(Five) All advances made by mortgagee as described in this mortgage

teca con sus intereses vencerá inmediatamente y será pagadero por el deudor hipotecario
with interest, shall be immediately due and payable by the mortgagor

teario al acreedor hipotecario sin necesidad de requerimiento alguno en el sitio
to mortgagee without demand at the

designado en el pagaré y será garantizado por la presente hipoteca. Ningún adelanto
place designated in the note and shall be guaranteed hereby. No such advance

hecho por el acreedor hipotecario no relevará al deudor hipotecario de su obligación
by mortgagee shall relieve the mortgagor from breach of his covenant

del convenio de pagar. Dichos adelantos, con sus intereses, se reembolsarán de los
to pay. Such advances, with interest shall be repaid from the

primeros pagos recibidos del deudor hipotecario. Si no hubieren adelantos, todo
first available collections received from mortgagor. Otherwise, any payments

pago verificado por el deudor hipotecario podrá ser aplicado al pagaré o a cualquier
payment made by mortgagor may be applied on the note or any

otra deuda del deudor hipotecario aquí garantizada en el orden que el acreedor
indebtedness to mortgagee secured hereby, in any order mortgagee

hipotecario determinante.
determines.

(Seis) Usar el importe del préstamo evidenciado por el pagaré únicamente para
(Six) To use the loan evidenced by the note solely

los propósitos autorizados por el acreedor hipotecario.
for purposes authorized by mortgagee.

(Siete) A pagar a su vencimiento las contribuciones, impuestos especiales, gravámenes y cargas que
(Seven) To pay when due all taxes, special assessments, liens

menes y cargas que gravan los bienes o los derechos o intereses del deudor hipotecario
and charges encumbering the property or the right or interest of mortgagor

teario bajo los términos de esta hipoteca.
under the terms of this mortgage.

(Ocho) Obtener y mantener seguro contra incendio y otros riesgos según requiere.
(Eight) To procure and maintain insurance against fire and other hazards as required

ra el acreedor hipotecario sobre los edificios y las mejoras existentes en los bienes
by mortgagee on all existing buildings and improvements on the property

o cualquier otra mejora introducida en el futuro. El seguro contra fuego y
any building and improvement put there on in the future. The insurance against

otros riesgos serán en la forma y por las cantidades, términos y condiciones que
fire and other hazards will be in the form and amount and on terms and conditions

aprobare el acreedor hipotecario.
approved by mortgagee.

(Nueve) Conservar los bienes en buenas condiciones y prontamente verificar las
(Nine) To keep the property in good condition and promptly make all

reparaciones necesarias para la conservación de los bienes; no cometerá ni permitirá que se cometa ningún deterioro de los bienes; ni removerá ni demolerá
necessary repairs for the conservation of the property; he will not commit nor

mitirá que se cometa ningún deterioro de los bienes; ni removerá ni demolerá
permit to be committed any deterioration of the property; he will not remove nor demolish

Forma FmHA 427-1(S) PR
(Rev. 10-82)

ningún edificio o mejora en los bienes, ni cortará ni removerá madera de la finca, any building or improvement on the property; nor will he cut or remove wood from the farm

ni removerá ni permitirá que se remueva grava, arena, aceite, gas, carbón u otros nor remove nor permit to be removed gravel, sand, oil, gas, coal, or other

minerales sin el consentimiento del acreedor hipotecario y prontamente llevará minerals without the consent of mortgagee, and will promptly carry out

a efecto las reparaciones en los bienes que el acreedor hipotecario requiera de tiempo the repairs on the property that the mortgagee may request from time

en tiempo. El deudor hipotecario cumplirá con aquellas prácticas de conservación to time. Mortgagor shall comply with such farm conservation practices

de suelo y los planes de la finca y del hogar que el acreedor hipotecario de tiempo en and farm and home management plans as mortgagee from time to

tiempo pueda prescribir. time may prescribe.

(Diez) Si esta hipoteca se otorga para un préstamo a dueño de finca según se identifica en los reglamentos de la Administración de Hogares de Agricultores, el deudor (Ten) If this mortgage is given for a loan to a farm owner as identified in the regulations of the Farmers Home Administration, mortgagor

hipotecario personalmente operará los bienes por sí y por medio de su familia como will personally operate the property with his own and his family labor as a farm and for no other

una finca y para ningún otro propósito y no arrendará la finca ni parte de ella a purpose and will not lease the farm or any part of it unless mortgagee agrees in writing to any other method of operation

menos que el acreedor hipotecario consienta por escrito en otro método de operación or lease.

(Once) Someterá en la forma y manera que el acreedor hipotecario requiera (Eleven) To submit in the form and manner mortgagee may require,

información de sus ingresos y gastos y cualquier otra información relacionada con information as to his income and expenses and any other information in regard to the operation of the property, and to comply with all laws, ordinances, and regulations

que afecten los bienes o su uso. affecting the property or its use.

(Doce) El acreedor hipotecario, sus agentes y abogados, tendrán en todo tiempo el (Twelve) Mortgagee, its agents and attorneys, shall have the right at all reasonable times

derecho de inspeccionar y examinar los bienes con el fin de determinar si la garantía to inspect and examine the property for the purpose of ascertaining whether or not

otorgada está siendo mermada o deteriorada y si dicho examen o inspección deter- the security given is being lessened or impaired, and if such inspection or examination shall

minare, a juicio del acreedor hipotecario, que la garantía otorgada está siendo mer- disclose, in the judgment of mortgagee, that the security given is being lessened

mada o deteriorada, tal condición se considerará como una violación por parte del or impaired, such condition shall be deemed a breach by the

deudor hipotecario de los convenios de esta hipoteca. mortgagor of the covenants of this mortgage.

(Trece) Si cualquier otra persona detentare con o impugnare el derecho de posesión (Thirteen) If any other person interferes with or contests the right of possession

del deudor hipotecario a los bienes, el deudor hipotecario inmediatamente notificará of the mortgagor to the property, the mortgagor will immediately notify

al acreedor hipotecario de dicha acción y el acreedor hipotecario, a su opción, mortgagee of such action, and mortgagee at its option



podrá instituir aquellos procedimientos que fueren necesarios en defensa de sus intereses y los gastos y desembolsos incurrido por el acreedor hipotecario en dichos procedimientos, serán cargados a la deuda del deudor hipotecario y se considerarán garantizados por esta hipoteca dentro del crédito adicional de la cláusula hipotecaria

by this mortgage within the additional credit of the mortgage clause

para adelantos, gastos y otros pagos. procedimientos will be charged to the mortgage debt and considered

garantizados por esta hipoteca dentro del crédito adicional de la cláusula hipotecaria

para adelantos, gastos y otros pagos. procedimientos will be charged to the mortgage debt and considered

(Catorce) Si el deudor hipotecario en cualquier tiempo mientras estuviere vigente (Fourteen) If the mortgagor at any time while this mortgage remains in effect

esta hipoteca, abandonare los bienes o voluntariamente se los entregase al acreedor hipotecario, el acreedor hipotecario es por la presente autorizado y con poder

mortgagee is hereby authorized and empowered

res para tomar posesión de los bienes, arrendarlos y administrar los bienes y cobrar

to take possession of the property, to rent and administer the same and collect

sus rentas, beneficios e ingresos de los mismos y aplicarlos en primer término a los

the rents, benefits, and income from the same and apply them first to the

gastos de cobro y administración y en segundo término al pago de la deuda evidenciada

costs of collection and administration and secondly to the payment of the debt evidenced

ciada por el pagare o cualquier otra deuda del deudor hipotecario y aquí garantizada,

by the note or any indebtedness to mortgagee hereby guaranteed,

en el orden y manera que el acreedor hipotecario determinare.

in what ever order and manner mortgagee may determine.

(Quince) En cualquier tiempo que el acreedor hipotecario determinare que el deudor

(Fifteen) At any time that mortgagor determines that mortgagor

hipotecario puede obtener un préstamo de una asociación de crédito para producir

may be able to obtain a loan from a credit association for production

ación, de un Banco Federal u otra fuente responsable, cooperativa o privada, a un

Federal bank or other responsible source, cooperative or private, at a

aproximadamente intereses y términos razonables para préstamos por tiempo y propósitos

rate of interest and reasonable periods of time and purposes.

similares, el deudor hipotecario, a requerimiento del acreedor hipotecario, solicitará

mortgagor, at mortgagor's request will apply for and accept

y aceptará dicho préstamo en cantidad suficiente para pagar por las acciones necesarias

to said loan in sufficient amount to pay the note and any other indebtedness secured hereby and to

comprar en la agencia cooperativa en relación con dicho préstamo.

purchase any necessary shares of stock in the cooperative agency in regard to said loan.

(Dieciseis) El incumplimiento de cualesquiera de las obligaciones garantizadas

(Sixteen) Should default occur in the performance or discharge of any obligation secured

por esta hipoteca, o si el deudor hipotecario o cualquier otra persona incluida como

by this mortgage, or should mortgagor, or any one of the persons herein called

deudor hipotecario faltare en el pago de cualquier cantidad o violare o no cumpliera

mortgagor, default in the payment of any amounts or violate or fail to comply

con cualquier cláusula, condición, estipulación o convenio o acuerdo aquí contenido

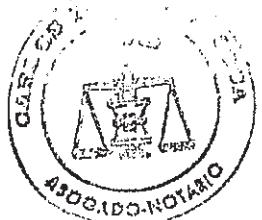
with any clause, condition, stipulation, covenant, or agreement contained herein,

o en cualquier convenio suplementario, o falleciere o se declarare o fuere declarado

or in any supplementary agreement, or die or be declared an

incompetente, en quiebra, insolvente o hiciere una cesión en beneficio de sus acre-

incompetent, a bankrupt, or an insolvent, or make an assignment for the benefit of

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(Rev. 10-82)derechos, o los bienes o parte de ellos o cualquier interés en los mismos fueren cedidos, o
sold, leased, transferred, or encumbered, or otherwise, or should the property or any part thereof, or interest therein be assigned, interest therein be assigned,vendidos, arrendados, transferidos o gravados voluntariamente o de otro modo,
sold, leased, transferred, conveyed, or encumbered, voluntarily or otherwise,sin el consentimiento por escrito del acreedor hipotecario, el acreedor hipotecario es
without the written consent of mortgagee, mortgagee isirrevocablemente autorizado y con poderes, a su opción y sin notificación; (Uno) a
irrevocably authorized and empowered, at its option, and without notice; (One) todeclarar toda deuda no pagada bajo los términos del pagaré o cualquier otra deuda
declare all amounts unpaid under the note, and any indebtednessal acreedor hipotecario aquí garantizada, inmediatamente vencida y pagadera y
to the mortgagee secured hereby, immediately due and payable andproceder a su ejecución de acuerdo con la ley y los términos de la misma; (Dos)
to foreclose this mortgage in accordance with law and the provisions hereof; (Two)incurrir y pagar los gastos razonables para la reparación o mantenimiento de los
to incur and pay reasonable expenses for the repair and maintenance of thebienes y cualquier gasto u obligación que el deudor hipotecario no pagó según se
property and any expenses and obligations that mortgagor did not pay asconviniere en esta hipoteca, incluyendo las contribuciones, impuestos, prima de
agreed in this mortgage, including taxes, assessments, insurance premium,seguro y cualquier otro pago o gasto para la protección y conservación de los bienes
and any other expenses or costs for the protection and preservation of the propertyy de esta hipoteca o incumplimiento de cualquier precepto de esta hipoteca y (Tres)
and this mortgage, or for compliance with any of the provisions of this mortgage; and (Three)de solicitar la protección de la ley.———
request the protection of the law.(Diecisiete) El deudor hipotecario pagará o reembolsará al acreedor hipotecario
(Seventeen) Mortgagor will pay, or reimburse mortgageetodos los gastos necesarios para el fiel cumplimiento de los convenios y acuerdos
for all necessary expenses for the fulfilment of the covenants and agreementsde esta hipoteca, los del pagaré y en cualquier otro convenio suplementario, in-
of this mortgage and of the note and of any supplementary agreement, includingcluyendo los gastos de mensura, evidencia de título, costas, inscripción y hono-
the costs of survey, evidence of title, court costs, recordation fee andarios de abogado,———
attorney's fees.(Dieciocho) Sin afectar en forma alguna los derechos del acreedor a requerir y
(Eighteen) Without in any manner affecting the right of the mortgagee to require andhacer cumplir en una fecha subsiguiente a los mismos los convenios, acuerdos u
enforce performance at a subsequent date of the same, similar or other covenant, agreementobligaciones aquí contenidos o similares u otros convenios, y sin afectar la respon-
obligation herein set forth, and without affecting the liabilitysabilidad de cualquier persona para el pago del pagaré o cualquier otra deuda aquí
of any person for payment of the note or any indebtednessgarantizada y sin afectar el gravámen impuesto sobre los bienes o la prioridad del
secured hereby, and without affecting the lien created upon said property or the priority ofgravámen, el acreedor hipotecario es por la presente autorizado y con poder en
said lien, the mortgagee is hereby and authorized and empowered atcualquier tiempo (Uno) renunciar el cumplimiento de cualquier convenio u obli-
any time (one) waive the performance of any covenant or obligationgación aquí contenida o en el pagaré o en cualquier convenio suplementario (Dos)
contained herein or in the note or any supplementary agreement; (two)

negociar con el deudor hipotecario o conceder al deudor hipotecario cualquier deal in any way with mortgagor or grant to mortgagor any

indulgencia o tolerancia o extensión de tiempo para el pago del pagaré (con el indulgence or forbearance or extension of the time for payment of the note (with the

consentimiento del tenedor de dicho pagaré cuando esté en manos de un prestamista asegurado) o para el pago de cualquier deuda a favor del acreedor hipotecario, y aquí garantizada; o (Tres) otorgar y entregar cancelaciones parciales de cualquier parte de los bienes de la hipoteca aquí constituida u otorgar diferimiento o

postergación de esta hipoteca a favor de cualquier otro gravámen constituido sobre dichos bienes.

(Diecinueve) Todos los derechos, título e interés en y sobre la presente hipoteca, (Nineteen) All right, title and interest in or to this mortgage, incluyendo pero no limitando el poder de otorgar consentimientos, cancelaciones parciales, subordinación, cancelación total, radica sola y exclusivamente en el acreedor hipotecario y ningún prestamista asegurado tendrá derecho, título o interés alguno en o sobre el gravámen y los beneficios aquí contenidos.

(Veinte) El incumplimiento de esta hipoteca constituirá incumplimiento de cualesquier otra hipoteca, préstamo refaccionario, o hipoteca de bienes muebles poseída o asegurada por el acreedor hipotecario y otorgada o asumida por el deudor hipotecario; y el incumplimiento de cualesquiera de dichos instrumentos de garantía constituirá incumplimiento de esta hipoteca.

(Veintiuno) Todo aviso que ha de darse bajo los términos de esta hipoteca será remitido por correo certificado a mí que se disponga lo contrario por ley, y

será dirigido hasta tanto otra dirección designada en un aviso dado al efecto, en el caso del acreedor hipotecario a Adm. tración de Hogares de Agricultores, Departamento de Agricultura de Estados Unidos, San Juan, Puerto Rico, y en el caso del deudor hipotecario, a él a la dirección postal de su residencia según se especifica más adelante.

(Veintidos) El deudor hipotecario por la presente cede al acreedor hipotecario

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6. Importe de cualquier sentencia obtenida por expropiación forzosa para uso
 of any judgment obtained by reason of condemnation proceedings for public

público de los bienes o parte de ellos así como también el importe de la sentencia
 use of the property or any part thereof as well as the amount of any judgment

por daños causados a los bienes. El acreedor hipotecario aplicará el importe así
 for damages caused to the property. The mortgagee will apply the amount so

recibido al pago de los gastos en que incurriere en su cobro y el balance al pago del
 received to the payment of costs incurred in its collection and the balance to the payment

pagaré y cualquier cantidad adeudada al acreedor hipotecario garantizada por esta
 of the note and any indebtedness to the mortgagee secured by this

hipoteca, y si hubiere algún sobrante, se reembolsará al deudor hipotecario.
 mortgage, and if any amount then remains, will pay such amount to mortgagor.

SEPTIMO: Para que sirva de tipo a la primera subasta que deberá celebrarse en caso
 SEVENTH: That for the purpose of the first sale to be held in case

de ejecución de esta hipoteca; de conformidad con la ley hipotecaria, según enmendada,
 of foreclosure of this mortgage, in conformity with the mortgage law, as amended,

dada, el deudor hipotecario por la presente tasa los bienes hipotecados en la suma
 mortgagor does hereby appraise the mortgaged property in the amount

de CUARENTA Y CINCO MIL DOLARES (\$45,000.00) cada
 of CUARENTA Y CINCO MIL DOLARES (\$45,000.00) cada
 propiedad.

OCTAVO: El deudor hipotecario por la presente renuncia al trámite de requiri-
 EIGHTH: Mortgagor hereby waives the requirement of law and agrees to be

miento y se considerará en mora sin necesidad de notificación alguna por parte
 considered in default without the necessity of any notification of default or demand for pay-
 del acreedor hipotecario. Esta hipoteca está sujeta a los reglamentos de la Ad-
 dment on the part of mortgagor. This mortgage is subject to the rules and regulations of the

ministración de Hogares de Agricultores ahora en vigor y a futuros reglamentos,
 Farmers Home Administration now in effect, and to its future regulations

no inconsistentes con los términos de esta hipoteca, así como también sujeta a
 not inconsistent with the provisions of this mortgage, as well as to the

las leyes del Congreso de Estados Unidos de America que autorizan la asignación
 laws of the Congress of the United States of America authorizing the making and

y aseguramiento del préstamo antes mencionado.
 insuring of the loan hereinabove mentioned.

NOVENO: Las cantidades garantizadas por esta hipoteca son las siguientes:
 NINTH: The amounts guaranteed by this mortgage are as follows:

Una. En todo tiempo cuando el pagaré relacionado en el párrafo TERCERO de
 One. At all times when the note mentioned in paragraph THIRD of

esta hipoteca sea poseído por el acreedor hipotecario o en caso que el acreedor
 this mortgage is held by mortgagee, or in the event mortgagee

hipotecario cediere esta hipoteca sin asegurar el pagaré
 should assign this mortgage without insurance of the note.

NOVENTA MIL DOLARES (\$90,000.00)
 DOLLARS \$

el principal de dicho pagaré, con sus intereses según estipulados a razón del
 the principal amount of said note, together with interest as stipulated therein at the rate of

Cinco Punto Cero Cero por ciento (5.00 %) anual;
 per cent (5.00 %) per annum;

Dos. En todo tiempo cualquier el pagaré es poseído por un prestamista asegurado:
Two. At all times when said note is held by an insured lender:

(A) NOVENTA MIL

DOLARES (\$90,000.00)--
DOLLARS (\$

para indemnizar al acreedor hipotecario por adelantos al prestamista asegurado
for indemnifying the mortgagee for advances to the insured lender

por motivo del incumplimiento del deudor hipotecario de pagar los plazos suyos
by reason of mortgagor's failure to pay the installments as

se especifica en el pagaré, con intereses según se especifica en el párrafo SEXTO, specified in the note, with interest as stated in paragraph SIXTH, —

Tercero;—
Three;—

(B) CIENTO TREINTA Y CINCO MIL
(B)

DOLARES (\$ 135,000.00)
DOLLARS (\$

para indemnizar al acreedor hipotecario además contra cualquier pérdida que pueda
for indemnifying the mortgagee further against any loss it might

sufrir bajo su seguro de pago del pagaré. ——
sustain under its insurance of payment of the note;

(A) TREINTA Y SEIS MIL DOLARES

(\$ 36,000.00----) para intereses después de mora;
(\$) for default interest;-----

(B) DIECIOCHO MIL DOLARES
(B)

\$18,000.00 para contribuciones, seguro y otros adelantos para la conservación de los monumentos nacionales
\$18,000.00 for taxes, insurance and other advances for the preservation of the national monuments

servicio y protección de esta hipoteca, con intereses al tipo estipulado en el párrafo

SEXTA, Tercero
SEPTIEMBRE
CANTON

(\$9,000.00-----) para costas, gastos y honorarios de abogado en caso
de que sea necesario.

de ejecución;—

(D) NUEVE MIL DOLARES-

(\$ 9,000.00-----) para costas y gastos que incurriere el acreedor hipoteca-
(\$ -----) for costs and expenditures incurred by the mortgagee in -----

rio en procedimientos para defender sus intereses contra cualquier persona que inter-
proceedings to defend its interests against any other person interfering with

venga a impugnar el derecho de posesión del deudor hipotecario a los bienes según
or contesting the right of possession of mortgagor to the property as—

se consigna en el párrafo **SEXTO**, Trece.
provided in paragraph **(SIXTH, Thirteen.)**

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DECIMO: Que el (los) pagaré(s) a que se hace referencia en el párrafo **TERCER**
TENTH: That the note(s) referred to in paragraph **THIRD**—

de esta hipoteca es (son) descrito(s) como sigue: _____
of this mortgage is(are) described as follows: _____

"Pagaré otorgado en el caso número Seenta y Tres Guión Treinta y Ocho
"Promissory note executed in case number

Guion Cinco Ocho Tres Tres Dos Seis Cuatro Cero Tres -----
63-38-583326403)----- fechado el dia -----
----- dated the -----

diecinueve (19) de junio de mil novecientos
day of nineteen hundred and

noventa y uno (1991) por la suma de NOVENTA MIL

(\$90,000.00)----- dólares de principal más
of principal plus

intereses sobre el balance del principal adeudado a razón del ---
Interest over the unpaid balance at the rate of

Cinco ----- { ----- 58 } por ciento anual
percent per annum

hasta tanto su principal sea totalmente satisfecho según los términos, plazos, condic.
until the principal is totally paid according to the terms, installments, - - -

ciones y estipulaciones contenida en dicho pagaré y según acordados y convenido.
conditions and stipulation contained in the promissory note and as agreed.

entre el Prestatario y el Gobierno; excepto el pago final del total de la deuda aqu. between the borrower and the Government, except that the final instalment of the

representada, de no haber sido satisfecho con anterioridad, vencerá y sera pagadera
entire debt herein evidenced, if not sooner paid, will be due -

los Siete (7) and payable

years from the date of this promissory note.-----

Dicho pagaré ha sido otorgado como evidencia de un préstamo concedido por el
Said promissory note is given as evidence of a loan made by the

Gobierno al Prestatario de conformidad con la Ley del Congreso de los Estados
Government to the borrower pursuant to the law of the Congress of the United

United States of America known as "Consolidated Farm and Rural Development Act

of 1961" o de conformidad con el "Title V of the Housing Act of 1949", según
of 1961" or pursuant to "Title V of the Housing Act of 1949, as

an sido enmendadas y está sujeto a los presentes reglamentos de la Administración
amended, and is subject to the present regulations of the Farmers -

Los Hogares de Agricultores y a los futuros reglamentos no inconsistentes con dicha Administración and to its future regulations not inconsistent with the same.

Ley. De cuya descripción, yo, el Notario Autorizante, DOY FE. ---
express provision thereof. Of which description I, the authorizing Notary, GIVE FAITH. ---

constituye Hipoteca Voluntaria, se describe como sigue:-----

CERTIFIED TRANSLATION

---URBAN: Lot located at Quebrada Fajardo Ward, from the municipality of Fajardo, Puerto Rico, marked with number Three (3), comprised by One Point Zero Sixty-five (1.065) cuerdas, equivalent to FOUR THOUSAND ONE HUNDRED AND EIGHTY-FOUR POINT ZERO NINETY-NINE (4,184.099) SQUARE METERS. Bordering upon the North with lot 'A'; upon the South with Altamira Urbanization, upon the East with lot 'B' and Nicolas Tiburcio; and upon the West with lot number Two (2). -----

---Registered at folio One Hundred and Fifty-five (155), of book Three Hundred and One (301) of Fajardo, property number Twelve Thousand Eight Hundred and Sixty-three (12,863), at the Property Registry of Puerto Rico, Fajardo Section.-----

---The appearing parties state that they acquired said property through purchase from Nicolas Tiburcio Martinez and Lydia Maria Rivera Calderon, as provided in deed number Thirty-seven (37) executed in Fajardo, Puerto Rico on February nineteen (19) nineteen eighty-eight (1988), before Public Notary Nector Robles Abraham and that the same has a Mortgage Note on behalf of Banco Popular de Puerto Rico, or at its order, in the amount of FIFTY-TWO THOUSAND DOLLARS (\$52,000.00) interests pursuant to the New York Prime Rate, due upon presentation, pursuant to deed number One Hundred and Thirty-two (132),

- 2 -

executed in Fajardo, Puerto Rico, on May ten (10) nineteen eighty-eight (1988), before Public Notary Carlos L. Davila Coca, **which will be cancelled through separate document**; and a Mortgage Note on behalf of United States of America, in the sum of THIRTY-TWO THOUSAND SEVEN HUNDRED AND FIFTY DOLLARS (\$32,750.00) plus Four and a Half Percent (4 ½) interest rate per annum, due after thirty (30) years, pursuant to deed number one hundred and sixty-four (164) executed in Luquillo, Puerto Rico, on May eighteen (18) nineteen ninety (1990), before Public Notary Carlos L. Davila Coca.

---URBAN: Lot located at Quebrada Fajardo Ward, from the municipality of Fajardo, Puerto Rico, marked number One (1), comprised by One cuerda (1.00) equivalent to THREE THOUSAND NINE HUNDRED AND THIRTY POINT THREE HUNDRED AND SIXTY-SIX (3,930.366) SQUARE METERS. Bordering upon the North with lot number Four (4) and lot 'A'; upon the South with Altamira Urbanization; upon the East with lot number Two (2); and upon the West with Carlos Robles. -----

---Registered at folio One Hundred and Forty-five (145), of book Three Hundred and One (301) of Fajardo, property number Twelve Thousand Eight Hundred and Sixty-one (12,861), at the Property Registry of Puerto Rico, Fajardo Section.-----

---The appearing parties indicate that they acquired said property through purchase made from Nicolas Tiburcio Martinez and Lydia Maria Rivera, pursuant to deed number One Hundred and Fifty-two (152) executed in Fajardo, Puerto Rico, on October nineteen (19)

--- URBANA: Parcela de terreno radicada en el Barrio Quebrada Fajardo, del término municipal de Fajardo, Puerto Rico, marcado con el número Tres (3), compuesto de Uno Punto Cero Sesenta y cinco (1.065) Cuerdas, equivalentes a CUATRO MIL CIENTO OCHENTA Y CUATRO PUNTO CERO NOVENTA Y NUEVE (4,184.099) METROS CUADRADOS. En lindes por el Norte, con la parcela 'A'; por el Sur, con la Urbanización Altamira; por el Este, con la parcela 'B' y Nicolás Tiburcio; y por el Oeste, con la parcela número Dos (2). ---

--- Inscrita al folio Ciento Cincuenta y Cinco (155), del tomo Trescientos Uno (301) de Fajardo, finca número Doce Mil Ochocientos Sesenta y Tres (12,863), en el Registro de la Propiedad de Puerto Rico, Sección de Fajardo. ---

--- Manifiestan los comparecientes que adquirieron dicha propiedad por compra que hicieron a Nicolás Tiburcio Martínez y Lydia María Rivera Calderón, según consta de la escritura número Treinta y Siete (37), otorgada en Fajardo, Puerto Rico, el día diecinueve (19) de febrero de mil novecientos ochenta y ocho (1988), ante el Notario Público Licenciado Néstor Robles-Abraham; y que la misma se encuentra afecta a Hipoteca en Garantía de Pagaré a favor de Banco Popular de Puerto Rico, o a su orden, por la suma de CINCUENTA Y DOS MIL DÓLARES (\$52,000.00) intereses a razón del New York Prime Rate, con vencimiento a la presentación, según consta de la escritura número Ciento Treinta y Dos (132), otorgada en Fajardo, Puerto Rico, el día diez (10) de mayo de mil novecientos ochenta y ocho (1988), ante el Notario Público Licenciado Carlos L. Dávila Coca, la cual será cancelada mediante documento separado; y a Hipoteca en Garantía de Pagaré a favor de Estados Unidos de América, por la suma de TREINTA Y DOS MIL SETECIENTOS CINCUENTA DÓLARES (\$32,750.00), más intereses a razón del Cuatro y Medio Por Ciento (4 1/2%) anual, con vencimiento a los treinta (30) años, según consta de la escritura número Ciento Sesenta y Cuatro (164), otorgada en Luquillo, Puerto Rico, el día dieciocho (18) de mayo de mil novecientos noventa (1990). Ante el Notario Público Licenciado Carlos L. Dávila Coca. ---

--- URBANA: Parcela de terreno en el Barrio Quebrada Fajardo, del término municipal de Fajardo, Puerto Rico, marcado con el número Uno (1), compuesto de Una Cuerda (1.00), equivalente a TRES MIL NOVECIENTOS TREINTA PUNTO TRES CIENTOS SESENTA Y SEIS (3,930.366) METROS CUADRADOS. En lindes por el Norte, con la parcela número Cuatro (4) y la parcela 'A'; por el Sur, con la Urbanización Altamira; por el Este, con la parcela número Dos (2); y por el Oeste, con Carlos Robles. ---

--- Inscrita al folio Ciento Cuarenta y Cinco (145), del tomo Trescientos Uno (301) de Fajardo, finca número Doce Mil Ochocientos Sesenta y Uno (12,861), en el Registro de la Propiedad de Puerto Rico, Sección de Fajardo. ---

--- Manifiestan los comparecientes que adquirieron dicha propiedad por compra que hicieron a Nicolás Tiburcio Martínez y Lydia María Rivera, según consta de la escritura número Ciento Cincuenta y Dos (152), otorgada en Fajardo, Puerto Rico, el día diecinueve (19) de octubre de mil novecientos ochenta y dos (1982), ante el Notario Público Licenciado Néstor Robles-Abraham; y que la misma se encuentra afecta a Hipoteca en Garantía de Pagaré a favor de Bankers Finance Mortgage Corporation, o a su orden, por la suma de CINCUENTA MIL DÓLARES (\$50,000.00), intereses a razón del Diez y Medio Por Ciento (10 1/2%) Anual, con vencimiento el día primero (1ero.) de enero del año dos mil diecinueve (2019), según consta de la escritura número Trescientos Sesenta y Ocho (368), otorgada en San Juan, Puerto Rico, el día dos (2) de diciembre de mil novecientos ochenta y ocho (1988), ante el Notario Público Licenciado José R. Gómez Alegría. Que la hipoteca antes descrita fue cancelada parcialmente por la suma de VEINTITRES MIL SETECIENTOS TREINTA DÓLARES (\$23,730.00), quedando reducida a

nineteen eighty-two (1982), before Public Notary Hector Robles Abraham and that the same has a Mortgage Note on behalf of Bankers Finance Mortgage Corporation, or at its order, in the amount of FIFTY THOUSAND DOLLARS (\$50,000.00) interests at a rate of Ten and a Half Percent (10 ½%) per annum due on the first (1st) day of January of the year two thousand and nineteen (2019) pursuant to deed number Three Hundred and Sixty-eight (368), executed in San Juan, Puerto Rico, on December two (2) nineteen eighty-eight (1988), before Public Notary Jose R. Gomez Alegria. That the mortgage previously described was partially cancelled by the amount of TWENTY-THREE THOUSAND SEVEN HUNDRED AND THIRTY DOLLARS (\$23,730.00), with an outstanding balance of TWENTY-SIX THOUSAND, TWO HUNDRED AND SEVENTY DOLLARS (\$26,270.00); and Mortgage Note on behalf of "La Corporación de Crédito y Desarrollo Comercial y Agrícola de Puerto Rico", or at its order, in the amount of SEVENTEEN THOUSAND EIGHT HUNDRED AND TWENTY DOLLARS (\$17,820.00) pursuant to deed number Four (4), executed in San Juan, Puerto Rico on February six (6) nineteen ninety-one (1991), before Public Notary Raul J. Tous Bobonis. -----
---TWELFTH: That appearing in this deed as Mortgage Debtors: NICOLAS TIBURCIO RIVERA, with social security number

United and the (33-32-) and IRMA DAVILA ESTRADA, with social security number (111-11-) and Eighty-one, Eighty-two (81-82) years of age, on the day of , in the year , of legal age, married to each other, property owners and residents of Fajardo, Puerto Rico, with postal address at Quebrada Fajardo Ward, Fajardo, Puerto Rico, Zero Zero Seven Four Eight (00748). -----

--THIRTEENTH: The amount of the loan consigned herein was used or will be used _____



John D. [initials]

la suma de VEINTISEIS MIL PESO SCIENTOS SETENTA DOLARES ----- (\$26,270.00), y a Hipoteca Garantía de Pagaré a favor de La Corporación de Crédito y Desarrollo Comercial y Agrícola Puerto Rico, o a su orden, por la suma de DIECISIETE MIL OCHOCIENTOS VEINTE DOLARES (\$17,820.00), según consta de la escritura número Cuatro (4), otorgada en San Juan, Puerto Rico el día seis (6) de febrero de mil novecientos noventa y uno (1991), ante el Notario Público Licenciado Raúl J. Tous ----- Bobonis.-----

--- DUODECIMO: Que comparecen en la presente escritura como Deudores Hipotecarios: DON NICOLAS TIBURCIO RIVERA, cuyo número de seguro social es -----

----- y DOÑA IRMA DAVILA ESTRADA, cuyo número de seguro social es -----

-----, mayores de edad, casados entre sí, propietarios y vecinos de Fajardo, Puerto Rico, teniendo como dirección postal Barrio Quebrada Fajardo, Fajardo, Puerto Rico, Cero Cero Siete Cuatro Ocho (00748).-----

--- DECIMO TERCERO: El importe del préstamo aquí consignado se usó o será usado -----



Forma FmHA 427-1(S) PR
(Rev. 10-82)para fines agrícolas y la construcción y/o renuncia y/o mejoras de las instalaciones
for agricultural purposes and the construction and/or repair or improvement of the physicalfísicas en la finca(s) descrita(s).
installations on the described farm(s).**DECIMO CUARTO:** El prestatario ocupará personalmente y usará cualquier estructura que haya sido construida, mejorada o comprada con el importe del préstamo

constructed, improved or purchased with the proceeds of the loan

aquel garantizado y no arrendará o usará para otros fines dicha estructura a menos

que el Gobierno lo consienta por escrito. La violación de esta cláusula como la

que el Gobierno lo consiente por escrito. La violación de esta cláusula como la

violación de cualquiera otro convenio o cláusula aquí contenida ocasionará el

vencimiento de la obligación como si todo el término hubiese transcurrido y en

aptitud el Gobierno de declarar vencido o pagadero el préstamo y proceder a la

ejecución de la hipoteca.

DECIMO QUINTO: Esta hipoteca se extiende expresamente a toda construcción

o edificación existente en la(s) finca(s) antes descrita(s) y a toda mejora, construcción

o edificación que se construya en dicha finca(s) durante la vigencia del préstamo

hipotecario constituido a favor del Gobierno, verificada por los actuales

dueños deudores o por sus cesionarios o causahabientes.

DECIMO SEXTO: El deudor hipotecario por la presente renuncia mancomunada

y solidariamente por sí y a nombre de sus herederos causahabientes, sucesores o

representantes a favor del acreedor (Administración de Hogares de Agricultores),

cualquier derecho de Hogar Seguro (Homestead) que en el presente o en el futuro

pudiera tener en la propiedad descrita en el párrafo undécimo y en los edificios

allí enclavados o que en el futuro fueran construidos; renuncia esta permitida

a favor de la Administración de Hogares de Agricultores por la Ley Número trece

(13) de veintiocho (28) de mayo de mil novecientos sesenta y nueve (1969) (31)

L.P.R.A. 1961) -

DECIMO SEPTIMO: El acreedor y el deudor hipotecario convienen en que cualquier

estufa, horno, calentador comprado o financiado total o parcialmente con

fondos del préstamo aquí garantizado, se considerará e interpretará como parte
funds of the loan herein guaranteed, will be considered and understood to form part

de la propiedad gravada por esta Hipoteca.
of the property encumbered by this Mortgage.

DECIMO OCTAVO: El deudor hipotecario se compromete y se obliga a mudarse
EIGHTEENTH: The mortgagor agrees and obligates himself to move

y a ocupar la propiedad objeto de esta escritura dentro de los próximos sesenta
and occupy the property object of this deed within the following sixty

días a partir de la fecha de la inspección final; y en caso de circunstancias impre-
days from the date of final inspection, and in the event of unforeseen circumstances

vistas fuera del control del deudor hipotecario que le impidiera mudarse, éste lo
beyond his control which would impede him to do so, he will

notificará por escrito al Supervisor Local.
notify it in writing to the County Supervisor.

DECIMO NOVENO: Toda mejora, construcción o edificación que se construya
NINETEENTH: All improvement, construction or building constructed

en dicha finca durante la vigencia antes mencionada deberá ser construida previa-
on said farm(s) during the term hereinbefore referred to, must be made with the previous

autorización por escrito del acreedor hipotecario conforme a los reglamentos pre-
consent in writing of mortgagee in accordance with present regulations

sentes y aquellos futuros que se promulgaren de acuerdo a las leyes federales y
or future ones that may be promulgated pursuant to the federal and

locales no inconsistentes o incompatibles con las leyes actuales que gobiernan
local laws not inconsistent or incompatible with the present laws which govern

estos tipos de préstamos.
these types of loans.

VIGESIMO: Este instrumento garantiza asimismo el rescate o recuperación de
TWENTIETH: This instrument also secures the recapture of

cualesquier crédito por intereses o subsidio que pueda otorgarse a los prestatarios
any interest credit or subsidy which may be granted to the borrower(s) by the

por el Gobierno de acuerdo con las disposiciones del Título Cuarentidos del Código
Government pursuant to Forty-Two

de Estados Unidos Sección Mil Cuatrocientos Noventa-a (42 U.S.C. 1490a) ---
U.S.C. Fourteen Ninety-a (42 U.S.C. 1490a)

--- VIGESIMA PRIMERA: Que en la hipoteca constituida, cada pro-
piedad responde por la suma de CUARENTA Y CINCO MIL DOLARES
(\$45,000.00) del principal de la hipoteca.

ESTUDIOS DE TÍTULO
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TELS. (787) 748-1130 / 748-8577 • FAX (787) 748-1143

Este documento NO es una póliza de Seguro de Título, por lo cual no debe utilizarse como tal. La responsabilidad de la entidad que preparó este Estudio de Título, está limitada a la cantidad pagada por la preparación de dicho Estudio de Título. Para completa protección deben requerir una póliza de Seguro de Título.



CLIENT: NICOLÁS TIBURCIO RIVERA REF: 1521.168
BY: TAIMARY ESCALONA

PROPERTY NUMBER: 12,863, recorded at page 155 of volume 301 of Fajardo, Registry of the Property of Puerto Rico, section of Fajardo.

DESCRIPTION: (As it is recorded in the Spanish language)

URBANA: Parcela de terreno radicada en el Barrio Quebrada Fajardo del término municipal de Fajardo, Puerto Rico, marcada con el #3, en el plano de inscripción. Con un área superficial de **4,972.6620 metros cuadrados, equivalentes a 1.2652 cuerdas**. En lindes por el NORTE, con carretera municipal; por el SUR, con solar A-33, perteneciente a Angelo Sánchez; con solar A-34, perteneciente a José Castro; con el solar A-35, perteneciente a Noraida Meléndez; con el solar A-36, perteneciente a José Rodríguez; con solar A-37, perteneciente a Millie Romero; con solar A-38, perteneciente a Rafael Santiago; con el solar A-39, perteneciente a Wanda Seguí; y con solar A-40, perteneciente a Rafael Ramos, todos de la urbanización Altamira; por el ESTE, con terrenos de la Sucesión de Nicolás Tiburcio Martínez; y por el OESTE, con parcela #2, perteneciente a Nicolás Tiburcio.

ORIGIN:

It is segregated from property number 5,033, recorded at page 152 of volume 204 of Fajardo.

TITLE:

This property is registered in favor of NICOLÁS TIBURCIO RIVERA and his wife IRMA DAVILA ESTRADA, who acquired it by purchase from Nicolás Tiburcio Martínez and Lydia María Rivera, at a price of \$10,000.00, pursuant to deed #37, executed in Fajardo, Puerto Rico, on February 19, 1988, before Néstor Robles Abraham Notary Public, recorded at overleaf of page 155 of volume 301 of Fajardo, property number 12,863, 2nd inscription.

LIENS AND ENCUMBRANCES:

- I. By reason of its origin this property is free of liens and encumbrances
- II. By reason of itself this property is encumbered by the following:
 1. **MORTGAGE:** Constituted by Nicolás Tiburcio Rivera and his wife Irma Davila Estrada, over this property, in favor of Farmers Home Administration, in the original principal amount of \$32,750.00, with 4½% annual interests, due on 33 years, constituted by deed #164, executed in Luquillo, Puerto Rico, on May 18, 1990, before Carlos L. Dávila Coca Notary Public, recorded at overleaf of page 156 of volume 301 of Fajardo, property number 12,863, 4th inscription.
 2. **MORTGAGE:** Constituted by Nicolás Tiburcio Rivera and his wife Irma Davila Estrada, in favor of United States of America acting as Farmer Home Administration, in the original principal amount of \$90,000.00, with 5% annual interests, due on 7 years, constituted by deed #163, executed in Luquillo, Puerto Rico, on June 19, 1991, before Carlos L. Dávila Coca Notary Public, recorded at overleaf of page 156 of volume 301 of Fajardo, property number 12,863, 5th inscription.

Reamortized this mortgage, over this property and other, to the sum of \$91,786.49 (\$86,535.11 plus interests), responding this property of \$45,000.00, constituted by deed #233, executed in Luquillo, Puerto Rico, on September 8, 1993, before Carlos L. Dávila Coca Notary Public, recorded at page 157 of volume 301 of Fajardo, property number 12,863, 6th inscription.

PAGE #2
PROPERTY #12,863

ESTUDIOS DE TITULO SEGUROS DE TITULO

P.O. BOX 1467, TRUJILLO ALTO, P.R. 00977-1467
TELS. (787) 748-1130 / 748-8577 • FAX (787) 748-1143

Este documento NO es una póliza de Seguro de Título, por lo cual no debe utilizarse como tal. La responsabilidad de la entidad que preparó este Estudio de Título, está limitada a la cantidad pagada por la preparación de dicho Estudio de Título. Para la protección completa deben requerir una póliza de Seguro de Título.

3. Modified and reamortized terms of the mortgage of the principal amount of \$32,750.00, inscription 4th as follows: As of the date of this grant, the debt whose balance is \$30,396.06, constitute a new principal and it will earn interest at the rate of 3.75% annual, and will be paid for a period of 15 years as follows: The first 3 monthly terms are deferred and then the payments will begin in the amount of \$3,478.00 each, overcoming the first term on January 1, 2000 and subsequent installments for equal amount, due on January 1st of each subsequent year, being the last payment due on January 1, 2013. The parties also wish to amend and reamortize the terms of the mortgage for the principal amount of \$90,000.00 from the 5th inscription, the balance of the principal amount is \$106,758.68 will constitute a new principal amount with 5% annual and paid for a period of 15 years, as follows: Three partial payments of \$3,374.00 each, first payment due on January 1, 1998; the second payment due on January 1, 1999 and the third payment on January 1, 2000; then 13 annual payments of \$12,367.00 each, due the first payment on January 1, 2001 and subsequent annual payments for the same amount, due each one on January 1st of each year, respectively, being the last payment on January 1, 2013, constituted by deed #34, executed in Canóvanas, Puerto Rico, on April 22, 1997, before Regalado López Corcino Notary Public; clarified by deed #52, executed in Vieques, Puerto Rico, on April 8, 2000, before same Notary Public, recorded at page 34 of volume 477 of Fajardo, property number 12,863, 7th inscription.

REVIEWED:

Federal Attachments, Commonwealth of Puerto Rico Tax Liens,
Judgments and Daily Log up to April 24, 2019.

NOTICE: The Sections of the Property Registry have been computerized by the new system identified as Karibe, through which the historical volumes containing the data related to the inscribed properties and with the documents presented and pending registration were digitized. Since April 25, 2016, the Department of Justice discontinued the Tool-Kit and Agora System in most of the Sections of the Registry, which was used to search for documents submitted and pending registration and preparation of title search and other documents. There is also a delay in the entry of information to the System to this date. In addition to this, the Federal and State Seizures are now entered and electronically provided by the Central Office of the Land Registry in the Department of Justice, without being able to corroborate the control books and with many errors which makes the location impossible. We are not responsible for errors that may result in this title search due to errors and/or omissions of the Registry and/or its employees when entering the data in the system.

~~EAGLE TITLE AND OTHER SERVICES, INC.~~

Authorized signature

mcr/srd/ar/**F**

I, Elias Diaz Bermudez, of legal age, single and neighbor of San Juan, Puerto Rico, under solemn oath declare:

1. That my name and personal circumstances are the above mentioned.
2. That on April 24, 2019, I examined the books and files of The Property Registry of Puerto Rico and prepared the attached title study which makes part of this affidavit.
3. That the attached title study correctly represents in all its parts the status of the above described property in The Property Registry of Puerto Rico.

I, the undersigned, hereby swear that the facts herein stated are true.

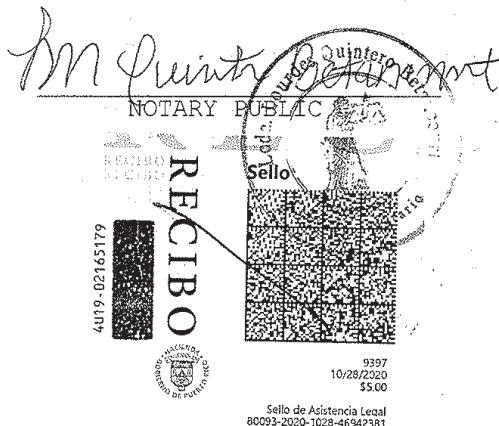
In Guaynabo, Puerto Rico, this 28th day of November of 2020.


Elias Diaz Bermudez

AFFIDAVIT NUMBER 4388

Sworn and subscribed to before me by Elias Diaz Bermudez of the aforementioned personal circumstances, whom I personally know.

In Guaynabo, Puerto Rico, this 23rd day of November of 2019.



TITLE SEARCH

ESTUDIOS DE TÍTULO
SEGUROS DE TÍTULOP.O. BOX 1467, TRUJILLO ALTO, PR. 00977-1467
TELS. (787) 748-1130/748-8577 - FAX (787) 748-1143

Este documento NO es una póliza de Seguro de Título, por lo cual no debe utilizarse como tal. La responsabilidad de la entidad que preparó este Estudio de Título, está limitada a la cantidad pagada por la preparación de dicho Estudio de Título. Para completa protección deben requerir una póliza de Seguro de Título.



CLIENT: NICOLAS TIBURCIO RIVERA

REF: 1521.168
BY: TAIMARY ESCALONA

PROPERTY NUMBER: 12,861, recorded at page 145 of volume 301 of Fajardo, Registry of the Property of Puerto Rico, section of Fajardo.

DESCRIPTION: (As it is recorded in the Spanish language)

URBANA: Parcela de terreno radicada en el Barrio Quebrada de Fajardo del término municipal de Fajardo, Puerto Rico, marcada con el número 1 en el plano de inscripción, con un área superficial dos mil quinientos treinta y siete punto nueve mil trescientos ochenta y siete (2,537.9387) metros cuadrados, equivalentes a cero punto seis mil cuatrocientos cincuenta y siete (2,537.9387) metros cuadrados, equivalentes a cero punto seis mil cuatrocientos cincuenta y siete (0.6457) cuerdas. En lindes por el NORTE, con la parcela número cuatro (4) propiedad del señor Bonilla y la parcela A, propiedad del señor José Velilla; por el SUR, con la Urbanización Altamira; por el ESTE, con la parcela número dos (2) propiedad del señor Nicolás Tiburcio; y por el OESTE, con terrenos del señor Jimmy Sosa.

ORIGIN:

It is segregated from property number 5,033, recorded at page 204, volume 152 of Fajardo.

TITLE:

This property is registered in favor of NICOLAS TIBURCIO RIVERA and his wife IRMA DAVILA ESTRADA, who acquired it by purchase from Nicolas Tiburcio Martínez and his wife Lydia María Rivera, at a price of \$5,000.00, pursuant to deed #152, executed in Fajardo, Puerto Rico, on October 19, 1982, before Nector Robles Abraham Notary Public, recorded at overleaf of page 145 of volume 301 of Fajardo, property number 12,861, 2nd inscription.

LIENS AND ENCUMBRANCES:

- I. By reason of its origin this property is free of liens and encumbrances
- II. By reason of itself this property is encumbered by the following:
 1. **MORTGAGE:** In favor of Bankers Finance Mortgage Corp., in the original principal amount of \$50,000.00, with 8 1/4% annual interests, due on February 1, 1990, constituted by deed #368, executed in San Juan, Puerto Rico, on December 2, 1988, before José R. Gómez Alegria Notary Public, recorded at page 147 of volume 301 of Fajardo, property number 12,861, 5th inscription.
 2. Partially canceled prior to payment of \$23,710.00 to the principal, being reduced to \$26,270.00, by the same document the interest is modified to 10 1/2%, from June 1, 1990 till its last payment on January 1, 2019, constituted by deed #191, executed in San Juan, Puerto Rico, on June 27, 1990, before José R. Gómez Alegria Notary Public, recorded at margin of 7th inscription.
 3. **MORTGAGE:** In favor of Corporación de Crédito y Desarrollo Comercial y Agrícola de Puerto Rico, in the original principal amount of \$17,820.00, with 7% annual interests, due on presentation, constituted by deed #4, executed in San Juan, Puerto Rico, on February 6, 1991, before Raúl J. Tous Bobonis Notary Public, recorded at page 147 of volume 301 of Fajardo, property number 12,861, 6th inscription.

ESTUDIOS DE TITULO
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Este documento NO es una póliza de Seguro de Titulo, por lo cual no debe utilizarse como tal. La responsabilidad de la entidad que preparó este Estudio de Titulo, está limitada a la cantidad pagada por la preparación de dicho Estudio de Titulo. Para completa protección deben requerir una póliza de Seguro de Titulo.



4. **MORTGAGE:** In favor of United States of America acting as Farmer Home Administration, over this property and other, in the original principal amount of \$90,000.00, responding for \$45,000.00, with 5% annual interests, due on 7 years, constituted by deed #163, executed in Luquillo, Puerto Rico, on June 19, 1991, before Carlos L. Dávila Coca Notary Public, recorded at page 148 of volume 301 of Fajardo, property number 12,861, 7th inscription.
5. **MODIFICATION:** The mortgage from the 7th inscription is modified on September 8, 1993, ascends to the amount of \$86,535.11 of principal, annual interest of 5%, ascendant to the amount of \$5,251.38, for a total amount of \$91,786.49 and which will be paid as follows: On payment of \$1,446.00 on or before January 1, 1994; monthly payments of \$15,863.00 on or before January 1st from the year 1995 to the year 2001, constituted by deed #233, executed in Luquillo, Puerto Rico, on September 8, 1993, before Carlos L. Dávila Coca Notary Public, recorded at page 148 of 301 of Fajardo, property number 12,861, 8th inscription.
6. **MORTGAGE:** In favor of Corporación de Crédito y Desarrollo Comercial y Agrícola de Puerto Rico, in the original principal amount of \$35,724.00 with 7% annual interests, due on presentation, constituted by deed #301, executed in Fajardo, Puerto Rico, on March 25, 1995, before Olga Stella Arrillaga Notary Public, recorded at page 149 of volume 301 of Fajardo, property number 12,861, 9th inscription.
7. **MODIFICATION:** Modified and re-amortized the terms of the mortgage from the 7th inscription in the following terms: the principal amount is \$106,758.68, annual interest of 5% and will paid in 15 years, as follows: Three (3) payments of \$3,374.00, each one, the first payment on or before January 1, 1998, the second payment on or before January 1, 1999 and the third payment on or before January 1, 2000; 13 payments of \$12,367.00, each one, the first payment on or before January 1, 2001 and subsequent to each January 1st of each year, until the final payment on January 1, 2013, constituted by deed #34, executed in Canóvanas, Puerto Rico, on April 22, 1997, before Regalado López Corcino Notary Public; clarified by deed #52, executed in Vieques, Puerto Rico, on April 8, 2000, before same Notary Public, recorded at page 37 of volume 477 of Fajardo, property number 12,861, 10th inscription.
8. **LAWSUIT ANNOTATION:** Executed in the First Instance Court of Fajardo, civil case #NICI200700881, on, May 31, 2007, for reason of Collection of Money and Foreclosure by Willshire Credit Corporation, plaintiff, versus Nicolas Tiburcio Rivera, Irma Davila Estrada and their legal partnership composed by both, defendant, by the amount of \$18,764.38, plus interests and other amounts, recorded at page 37 of volume 477 of Fajardo, property number 12,861, annotation A.
9. **LAWSUIT ANNOTATION:** Executed in the First Instance Court of Fajardo, civil case #NICI201000705, on, November 29, 2010, for reason of Collection of Money and Foreclosure by Banco de Desarrollo Económico para Puerto Rico, plaintiff, versus Nicolas Tiburcio Rivera, Irma Davila Estrada and their legal partnership composed by both, defendant, by the amount of \$32,163.71, plus interests and other amounts, recorded at page 37 of volume 477 of Fajardo, property number 12,861, annotation B and last.

ESTUDIOS DE TITULO SEGUROS DE TITULO

P.O. BOX 1467, TRUJILLO ALTO, P.R. 00977-1467
TELEPHONE (787) 744-1130 / 744-8577 • FAX (787) 744-1143

Este documento NO es una póliza de Seguro de Título, por lo cual no debe utilizarse como tal. La responsabilidad de la entidad que preparó este Estudio de Título, está limitada a la cantidad pagada por la preparación de dicho Estudio de Título. Para protección completa deben requerir una póliza de Seguro de Título.

mc

I, Elias Diaz Bermudez, of legal age, single and neighbor of San Juan, Puerto Rico, under solemn oath declare:

1. That my name and personal circumstances are the above mentioned.
2. That on April 22, 2019, I examined the books and files of The Property Registry of Puerto Rico and prepared the attached title study which makes part of this affidavit.
3. That the attached title study correctly represents in all its parts the status of the above described property in The Property Registry of Puerto Rico.

I, the undersigned, hereby swear that the facts herein stated are true.

In Guaynabo, Puerto Rico, this 23rd day of November of ²⁰²⁰ 2019.

AFFIDAVIT NUMBER 4,389

Sworn and subscribed to before me by Elias Díaz Bermúdez of the aforementioned personal circumstances, whom I personally know.

In Guaynabo, Puerto Rico, this 23 day of November of 2019.

A circular notary seal is overlaid on a photograph of a man. The seal contains the text 'Sello de Asistencia Legal', 'Notario Público', '10/28/2020', '9397', and 'NOTARIO PÚBLICO'. A QR code is located to the left of the seal. The photograph shows a man with short hair, wearing a light-colored shirt, smiling. The background is a plain, light-colored wall.

UNITED STATES DEPARTMENT OF AGRICULTURE
FARM SERVICE AGENCY

654 Muñoz Rivera Avenue
654 Plaza Suite #829
San Juan, PR 00918

Borrower: Tiburcio Rivera, Nicolas Case No: 63-038-6403

CERTIFICATION OF INDEBTEDNESS

I, Carlos J. Morales Lugo, of legal age, single, a resident of San Juan, Puerto Rico, in my official capacity as
Loan Resolution Task Force Contractor of the *Farm Service Agency*, United States Department of Agriculture (USDA), state that:

- The borrower's indebtedness is as shown in the following Statement of Account, according to information obtained from all available records at the USDA-Farm Service Agency:

Statement of Account as of December 18, 2020

Loan Number	43-04
Note Amount	\$ 32,750.00
Original Note Date	5/18/1990
Date of Last Payment	3/09/2015 Offset
Principal Balance	\$ 30,396.06
Unpaid Interest	\$ 26,547.39
Misc. Charges	\$ -
Total Balance	\$ 56,943.45
Daily Interest Accrual	\$ 3.1229
Amount Delinquent	\$ 56,973.45
Years Delinquent	Fully matured

Loan Number	44-05
Note Amount	\$ 90,000.00
Original Note Date	6/19/1991
Date of Last Payment	12/7/2020
Principal Balance	\$ 106,758.68
Unpaid Interest	\$ 124,343.71
Misc. Charges	\$ -
Total Balance	\$ 231,102.39
Daily Interest Accrual	\$ 14.6245
Amount Delinquent	\$ 231,102.39
Years Delinquent	Fully matured

- The information in the above Statement of Account in affiant's opinion is a true and correct statement of the aforementioned account and to this date remains due and unpaid.
- The defendant is neither a minor, nor incompetent, nor in the military service of the United States of America.
- The above information is true and correct to the best of my knowledge and belief, and is made under penalty of perjury as allowed by 28 U.S.C. 1746.

Digitally signed by CARLOS MORALES (Affiliate)
DN: c=US, o=U.S. Government, ou=Department of Agriculture,
0.92342.19200300.100.1.1=12001003816118,
cn=CARLOS MORALES (Affiliate)
Date: 2020.12.18 09:51 -04'0'
Adobe Acrobat version: 2020.013.20074

Carlos J. Morales Lugo
LRTF Contractor
December 18, 2020



Status Report Pursuant to Servicemembers Civil Relief Act

Exhibit 9

SSN: XXX-XX-6403

Birth Date:

Last Name: TIBURCIO RIVERA

First Name: NICOLAS

Middle Name:

Status As Of: Jan-05-2021

Certificate ID: YGZBY73J2X70KJJ

On Active Duty On Active Duty Status Date

Active Duty Start Date	Active Duty End Date	Status	Service Component
NA	NA	No	NA

This response reflects the individuals' active duty status based on the Active Duty Status Date

Left Active Duty Within 367 Days of Active Duty Status Date

Active Duty Start Date	Active Duty End Date	Status	Service Component
NA	NA	No	NA

This response reflects where the individual left active duty status within 367 days preceding the Active Duty Status Date

The Member or His/Her Unit Was Notified of a Future Call-Up to Active Duty on Active Duty Status Date

Order Notification Start Date	Order Notification End Date	Status	Service Component
NA	NA	No	NA

This response reflects whether the individual or his/her unit has received early notification to report for active duty

Upon searching the data banks of the Department of Defense Manpower Data Center, based on the information that you provided, the above is the status of the individual on the active duty status date as to all branches of the Uniformed Services (Army, Navy, Marine Corps, Air Force, NOAA, Public Health, and Coast Guard). This status includes information on a Servicemember or his/her unit receiving notification of future orders to report for Active Duty.

Michael V. Sorrento, Director

Department of Defense - Manpower Data Center

400 Gigling Rd.

Seaside, CA 93955

The DoD strongly supports the enforcement of the Servicemembers Civil Relief Act (50 USC App. § 3901 et seq, as amended) (SCRA) (formerly known as the Soldiers' and Sailors' Civil Relief Act of 1940). DMDC has issued hundreds of thousands of "does not possess any information indicating that the individual is currently on active duty" responses, and has experienced only a small error rate. In the event the individual referenced above, or any family member, friend, or representative asserts in any manner that the individual was on active duty for the active duty status date, or is otherwise entitled to the protections of the SCRA, you are strongly encouraged to obtain further verification of the person's status by contacting that person's Service. Service contact information can be found on the SCRA website's FAQ page (Q35) via this URL: <https://scra.dmdc.osd.mil/scra/#faqs>. If you have evidence the person was on active duty for the active duty status date and you fail to obtain this additional Service verification, punitive provisions of the SCRA may be invoked against you. See 50 USC App. § 3921(c).

This response reflects the following information: (1) The individual's Active Duty status on the Active Duty Status Date (2) Whether the individual left Active Duty status within 367 days preceding the Active Duty Status Date (3) Whether the individual or his/her unit received early notification to report for active duty on the Active Duty Status Date.

More information on "Active Duty Status"

Active duty status as reported in this certificate is defined in accordance with 10 USC § 101(d) (1). Prior to 2010 only some of the active duty periods less than 30 consecutive days in length were available. In the case of a member of the National Guard, this includes service under a call to active service authorized by the President or the Secretary of Defense under 32 USC § 502(f) for purposes of responding to a national emergency declared by the President and supported by Federal funds. All Active Guard Reserve (AGR) members must be assigned against an authorized mobilization position in the unit they support. This includes Navy Training and Administration of the Reserves (TARs), Marine Corps Active Reserve (ARs) and Coast Guard Reserve Program Administrator (RPAs). Active Duty status also applies to a Uniformed Service member who is an active duty commissioned officer of the U.S. Public Health Service or the National Oceanic and Atmospheric Administration (NOAA Commissioned Corps).

Coverage Under the SCRA is Broader in Some Cases

Coverage under the SCRA is broader in some cases and includes some categories of persons on active duty for purposes of the SCRA who would not be reported as on Active Duty under this certificate. SCRA protections are for Title 10 and Title 14 active duty records for all the Uniformed Services periods. Title 32 periods of Active Duty are not covered by SCRA, as defined in accordance with 10 USC § 101(d)(1).

Many times orders are amended to extend the period of active duty, which would extend SCRA protections. Persons seeking to rely on this website certification should check to make sure the orders on which SCRA protections are based have not been amended to extend the inclusive dates of service. Furthermore, some protections of the SCRA may extend to persons who have received orders to report for active duty or to be inducted, but who have not actually begun active duty or actually reported for induction. The Last Date on Active Duty entry is important because a number of protections of the SCRA extend beyond the last dates of active duty.

Those who could rely on this certificate are urged to seek qualified legal counsel to ensure that all rights guaranteed to Service members under the SCRA are protected

WARNING: This certificate was provided based on a last name, SSN/date of birth, and active duty status date provided by the requester. Providing erroneous information will cause an erroneous certificate to be provided.



Status Report Pursuant to Servicemembers Civil Relief Act

SSN: XXX-XX-4146

Birth Date:

Last Name: DAVILA ESTRADA

First Name: IRMA

Middle Name:

Status As Of: Jan-05-2021

Certificate ID: 3HQBHQ558DYC535

On Active Duty On Active Duty Status Date			
Active Duty Start Date	Active Duty End Date	Status	Service Component
NA	NA	No	NA
This response reflects the individuals' active duty status based on the Active Duty Status Date			

Left Active Duty Within 367 Days of Active Duty Status Date			
Active Duty Start Date	Active Duty End Date	Status	Service Component
NA	NA	No	NA
This response reflects where the individual left active duty status within 367 days preceding the Active Duty Status Date			

The Member or His/Her Unit Was Notified of a Future Call-Up to Active Duty on Active Duty Status Date			
Order Notification Start Date	Order Notification End Date	Status	Service Component
NA	NA	No	NA
This response reflects whether the individual or his/her unit has received early notification to report for active duty			

Upon searching the data banks of the Department of Defense Manpower Data Center, based on the information that you provided, the above is the status of the individual on the active duty status date as to all branches of the Uniformed Services (Army, Navy, Marine Corps, Air Force, NOAA, Public Health, and Coast Guard). This status includes information on a Servicemember or his/her unit receiving notification of future orders to report for Active Duty.

Michael V. Sorrento, Director

Department of Defense - Manpower Data Center

400 Gigling Rd.

Seaside, CA 93955

The DoD strongly supports the enforcement of the Servicemembers Civil Relief Act (50 USC App. § 3901 et seq, as amended) (SCRA) (formerly known as the Soldiers' and Sailors' Civil Relief Act of 1940). DMDC has issued hundreds of thousands of "does not possess any information indicating that the individual is currently on active duty" responses, and has experienced only a small error rate. In the event the individual referenced above, or any family member, friend, or representative asserts in any manner that the individual was on active duty for the active duty status date, or is otherwise entitled to the protections of the SCRA, you are strongly encouraged to obtain further verification of the person's status by contacting that person's Service. Service contact information can be found on the SCRA website's FAQ page (Q35) via this URL: <https://scra.dmdc.osd.mil/scra/#faqs>. If you have evidence the person was on active duty for the active duty status date and you fail to obtain this additional Service verification, punitive provisions of the SCRA may be invoked against you. See 50 USC App. § 3921(c).

This response reflects the following information: (1) The individual's Active Duty status on the Active Duty Status Date (2) Whether the individual left Active Duty status within 367 days preceding the Active Duty Status Date (3) Whether the individual or his/her unit received early notification to report for active duty on the Active Duty Status Date.

More information on "Active Duty Status"

Active duty status as reported in this certificate is defined in accordance with 10 USC § 101(d) (1). Prior to 2010 only some of the active duty periods less than 30 consecutive days in length were available. In the case of a member of the National Guard, this includes service under a call to active service authorized by the President or the Secretary of Defense under 32 USC § 502(f) for purposes of responding to a national emergency declared by the President and supported by Federal funds. All Active Guard Reserve (AGR) members must be assigned against an authorized mobilization position in the unit they support. This includes Navy Training and Administration of the Reserves (TARs), Marine Corps Active Reserve (ARs) and Coast Guard Reserve Program Administrator (RPAs). Active Duty status also applies to a Uniformed Service member who is an active duty commissioned officer of the U.S. Public Health Service or the National Oceanic and Atmospheric Administration (NOAA Commissioned Corps).

Coverage Under the SCRA is Broader in Some Cases

Coverage under the SCRA is broader in some cases and includes some categories of persons on active duty for purposes of the SCRA who would not be reported as on Active Duty under this certificate. SCRA protections are for Title 10 and Title 14 active duty records for all the Uniformed Services periods. Title 32 periods of Active Duty are not covered by SCRA, as defined in accordance with 10 USC § 101(d)(1).

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WARNING: This certificate was provided based on a last name, SSN/date of birth, and active duty status date provided by the requester. Providing erroneous information will cause an erroneous certificate to be provided.

UNITED STATES DISTRICT COURT
for the
District of Puerto Rico

United States of America, acting through the United States Department of Agriculture)
<hr/>)
<i>Plaintiff(s)</i>)
v.) Civil Action No.
NICOLAS TIBURCIO RIVERA, et als.) FORECLOSURE OF MORTGAGE
<hr/>)
<i>Defendant(s)</i>)

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)* Conjugal Partnership Tiburcio-Dávila
Rd. 985 (end of the road)
Quebrada Wd.
Fajardo, P.R. 00738

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

JUAN CARLOS FORTUÑO FAS
P.O. BOX 3908
GUAYNABO PR 00970

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

MARIA ANTONGIORGI-JORDAN, ESQ.
CLERK OF COURT

Date: _____

Signature of Clerk or Deputy Clerk

Civil Action No. _____

PROOF OF SERVICE*(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))*

This summons for *(name of individual and title, if any)* _____
 was received by me on *(date)* _____.

I personally served the summons on the individual at *(place)* _____
 _____ on *(date)* _____; or

I left the summons at the individual's residence or usual place of abode with *(name)* _____
 _____, a person of suitable age and discretion who resides there,
 on *(date)* _____, and mailed a copy to the individual's last known address; or

I served the summons on *(name of individual)* _____, who is
 designated by law to accept service of process on behalf of *(name of organization)* _____
 _____ on *(date)* _____; or

I returned the summons unexecuted because _____; or

Other *(specify)*: _____

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ 0 _____.

I declare under penalty of perjury that this information is true.

Date: _____

*Server's signature**Printed name and title**Server's address*

Additional information regarding attempted service, etc:

UNITED STATES DISTRICT COURT
for the
District of Puerto Rico

United States of America, acting through the United States Department of Agriculture)
<hr/>)
<i>Plaintiff(s)</i>)
v.) Civil Action No.
NICOLAS TIBURCIO RIVERA, et als.) FORECLOSURE OF MORTGAGE
<hr/>)
<i>Defendant(s)</i>)

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)* IRMA DAVILA ESTRADA
Rd. 985 (end of the road)
Quebrada Wd.
Fajardo, P.R. 00738

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

JUAN CARLOS FORTUÑO FAS
P.O. BOX 3908
GUAYNABO PR 00970

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

MARIA ANTONGIORGI-JORDAN, ESQ.
CLERK OF COURT

Date: _____

Signature of Clerk or Deputy Clerk

Civil Action No. _____

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))

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was received by me on *(date)* _____.

I personally served the summons on the individual at *(place)* _____
on *(date)* _____; or

I left the summons at the individual's residence or usual place of abode with *(name)* _____
, a person of suitable age and discretion who resides there,
on *(date)* _____, and mailed a copy to the individual's last known address; or

I served the summons on *(name of individual)* _____, who is
designated by law to accept service of process on behalf of *(name of organization)* _____
on *(date)* _____; or

I returned the summons unexecuted because _____; or

Other *(specify)*: _____

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ 0 _____.

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc:

UNITED STATES DISTRICT COURT
for the
District of Puerto Rico

United States of America, acting through the United States Department of Agriculture)
<hr/>)
<i>Plaintiff(s)</i>)
v.) Civil Action No.
NICOLAS TIBURCIO RIVERA, et als.) FORECLOSURE OF MORTGAGE
<hr/>)
<i>Defendant(s)</i>)

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)* NICOLAS TIBURCIO RIVERA
Rd. 985 (end of the road)
Quebrada Wd.
Fajardo, P.R. 00738

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

JUAN CARLOS FORTUÑO FAS
P.O. BOX 3908
GUAYNABO PR 00970

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

MARIA ANTONGIORGI-JORDAN, ESQ.
CLERK OF COURT

Date: _____

Signature of Clerk or Deputy Clerk

Civil Action No. _____

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))

This summons for *(name of individual and title, if any)* _____
was received by me on *(date)* _____.

I personally served the summons on the individual at *(place)* _____
on *(date)* _____; or

I left the summons at the individual's residence or usual place of abode with *(name)* _____
, a person of suitable age and discretion who resides there,
on *(date)* _____, and mailed a copy to the individual's last known address; or

I served the summons on *(name of individual)* _____, who is
designated by law to accept service of process on behalf of *(name of organization)* _____
on *(date)* _____; or

I returned the summons unexecuted because _____; or

Other *(specify)*: _____

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ 0 _____.

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc:

UNITED STATES DISTRICT COURT
DISTRICT OF PUERTO RICO

CATEGORY SHEET

You must accompany your complaint with this Category Sheet, and the Civil Cover Sheet (JS-44).

Attorney Name (Last, First, MI):

USDC-PR Bar Number:

Email Address:

1. Title (caption) of the Case (provide only the names of the first party on each side):

Plaintiff:

Defendant:

2. Indicate the category to which this case belongs:

- Ordinary Civil Case
- Social Security
- Banking
- Injunction

3. Indicate the title and number of related cases (if any).

N/A

4. Has a prior action between the same parties and based on the same claim ever been filed before this Court?

- Yes
- No

5. Is this case required to be heard and determined by a district court of three judges pursuant to 28 U.S.C. § 2284?

- Yes
- No

6. Does this case question the constitutionality of a state statute? (See, Fed.R.Civ. P. 24)

- Yes
- No

Date Submitted:

rev. Dec. 2009

[Print Form](#)

[Reset Form](#)

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

UNITED STATES OF AMERICA

(b) County of Residence of First Listed Plaintiff _____
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)
Juan C. Fortuño Fas
Po Box 3908, Guaynabo, PR 00970
Tel. 787-751-5290

DEFENDANTS

NICOLAS TIBURCIO RIVERA, et als.

County of Residence of First Listed Defendant Fajardo, P.R.
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF
THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

<input checked="" type="checkbox"/> 1 U.S. Government Plaintiff	<input type="checkbox"/> 3 Federal Question (U.S. Government Not a Party)
<input type="checkbox"/> 2 U.S. Government Defendant	<input type="checkbox"/> 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)
(For Diversity Cases Only)

	PTF	DEF		PTF	DEF
Citizen of This State	<input type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated or Principal Place of Business In This State	<input type="checkbox"/> 4	<input type="checkbox"/> 4
Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business In Another State	<input type="checkbox"/> 5	<input type="checkbox"/> 5
Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Click here for: Nature of Suit Code Descriptions.

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance	PERSONAL INJURY	PERSONAL INJURY	<input type="checkbox"/> 422 Appeal 28 USC 158	<input type="checkbox"/> 375 False Claims Act
<input type="checkbox"/> 120 Marine	<input type="checkbox"/> 310 Airplane	<input type="checkbox"/> 365 Personal Injury - Product Liability	<input type="checkbox"/> 423 Withdrawal 28 USC 157	<input type="checkbox"/> 376 Qui Tam (31 USC 3729(a))
<input type="checkbox"/> 130 Miller Act	<input type="checkbox"/> 315 Airplane Product Liability	<input type="checkbox"/> 367 Health Care/ Pharmaceutical Personal Injury Product Liability		<input type="checkbox"/> 400 State Reapportionment
<input type="checkbox"/> 140 Negotiable Instrument	<input type="checkbox"/> 320 Assault, Libel & Slander	<input type="checkbox"/> 330 Federal Employers' Liability		<input type="checkbox"/> 410 Antitrust
<input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment	<input type="checkbox"/> 340 Marine	<input type="checkbox"/> 345 Marine Product Liability		<input type="checkbox"/> 430 Banks and Banking
<input type="checkbox"/> 151 Medicare Act	<input type="checkbox"/> 350 Motor Vehicle	<input type="checkbox"/> 368 Asbestos Personal Injury Product Liability		<input type="checkbox"/> 450 Commerce
<input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans)	<input type="checkbox"/> 355 Motor Vehicle Product Liability	<input type="checkbox"/> 370 Other Fraud		<input type="checkbox"/> 460 Deportation
<input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits	<input type="checkbox"/> 360 Other Personal Injury	<input type="checkbox"/> 371 Truth in Lending		<input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations
<input type="checkbox"/> 160 Stockholders' Suits	<input type="checkbox"/> 362 Personal Injury - Medical Malpractice	<input type="checkbox"/> 380 Other Personal Property Damage		<input type="checkbox"/> 480 Consumer Credit
<input type="checkbox"/> 190 Other Contract		<input type="checkbox"/> 385 Property Damage Product Liability		<input type="checkbox"/> 485 Telephone Consumer Protection Act
<input type="checkbox"/> 195 Contract Product Liability				<input type="checkbox"/> 490 Cable/Sat TV
<input type="checkbox"/> 196 Franchise				<input type="checkbox"/> 850 Securities/Commodities/ Exchange
REAL PROPERTY	CIVIL RIGHTS	PRISONER PETITIONS	SOCIAL SECURITY	
<input type="checkbox"/> 210 Land Condemnation	<input type="checkbox"/> 440 Other Civil Rights	Habeas Corpus:	<input type="checkbox"/> 861 HIA (1395ff)	<input type="checkbox"/> 890 Other Statutory Actions
<input checked="" type="checkbox"/> 220 Foreclosure	<input type="checkbox"/> 441 Voting	<input type="checkbox"/> 463 Alien Detainee	<input type="checkbox"/> 862 Black Lung (923)	<input type="checkbox"/> 891 Agricultural Acts
<input type="checkbox"/> 230 Rent Lease & Ejectment	<input type="checkbox"/> 442 Employment	<input type="checkbox"/> 510 Motions to Vacate Sentence	<input type="checkbox"/> 863 DIWC/DIWW (405(g))	<input type="checkbox"/> 893 Environmental Matters
<input type="checkbox"/> 240 Torts to Land	<input type="checkbox"/> 443 Housing/ Accommodations	<input type="checkbox"/> 530 General	<input type="checkbox"/> 864 SSID Title XVI	<input type="checkbox"/> 895 Freedom of Information Act
<input type="checkbox"/> 245 Tort Product Liability	<input type="checkbox"/> 445 Amer. w/Disabilities - Employment	<input type="checkbox"/> 535 Death Penalty	<input type="checkbox"/> 865 RSI (405(g))	<input type="checkbox"/> 896 Arbitration
<input type="checkbox"/> 290 All Other Real Property	<input type="checkbox"/> 446 Amer. w/Disabilities - Other	Other:		<input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision
	<input type="checkbox"/> 448 Education	<input type="checkbox"/> 540 Mandamus & Other		<input type="checkbox"/> 950 Constitutionality of State Statutes
		<input type="checkbox"/> 550 Civil Rights		
		<input type="checkbox"/> 555 Prison Condition		
		<input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement		
		IMMIGRATION	FEDERAL TAX SUITS	
		<input type="checkbox"/> 462 Naturalization Application	<input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant)	
		<input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	

V. ORIGIN (Place an "X" in One Box Only)

<input checked="" type="checkbox"/> 1 Original Proceeding	<input type="checkbox"/> 2 Removed from State Court	<input type="checkbox"/> 3 Remanded from Appellate Court	<input type="checkbox"/> 4 Reinstated or Reopened	<input type="checkbox"/> 5 Transferred from Another District (specify) _____	<input type="checkbox"/> 6 Multidistrict Litigation - Transfer	<input type="checkbox"/> 8 Multidistrict Litigation - Direct File
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Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
Consolidated Farm & Development Act, 7 USC 1921, et seq. & 28 USC 1345

VI. CAUSE OF ACTION

Brief description of cause:

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION
UNDER RULE 23, F.R.Cv.P.

DEMAND \$

CHECK YES only if demanded in complaint:
JURY DEMAND: Yes No

VIII. RELATED CASE(S)

IF ANY

(See instructions):

JUDGE _____

DOCKET NUMBER _____

DATE
01/07/2021
FOR OFFICE USE ONLYSIGNATURE OF ATTORNEY OF RECORD
s/Juan Carlos Fortuño Fas

RECEIPT # _____

AMOUNT _____

APPLYING IFP _____

JUDGE _____

MAG. JUDGE _____